



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNC

### **Introduction**

This is the Tenants' Application for Dispute Resolution made March 8, 2018, seeking to cancel a One Month Notice to End Tenancy for Cause issued March 2, 2018 ( the "Notice").

Both of the parties attended and gave affirmed testimony at the Hearing which took place by teleconference. The hearing process was explained and the parties were given an opportunity to ask questions about the process.

The Tenant KH testified that he mailed the Notice of Hearing documents, by regular mail, to the Landlord. He was not certain of the date. The Landlord acknowledged receipt of the Notice of Hearing documents "more than one month ago". It was determined that the parties exchanged their documentary evidence.

### **Issue(s) to be Decided**

Is the Notice a valid notice to end the tenancy?

### **Background and Evidence**

The parties agreed that rent is due on the first day of each month.

The Landlord issued the Notice and posted it to the Tenants' door on March 2, 2018.

The Landlord testified that the Tenants have been late paying rent for August, September, October, November, and December, 2017. The Tenant KH agreed that he was late, and stated that he always told the Landlord he would be a little late because he was waiting to be paid.

The Landlord stated that she would be satisfied with an Order of Possession effective June 30, 2018.

### **Analysis**

When a tenant seeks to cancel a notice to end the tenancy, the landlord must provide sufficient evidence that the tenancy should end for the reason(s) provided on the notice.

In this case, the Landlord's reasons for ending the tenancy are:

1. Tenant is repeatedly late paying rent.
2. Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The Tenant acknowledged that he was late paying rent 5 times since August, 2017. The Residential Tenancy Policy Guidelines provide that three late payments constitute "repeatedly late payment". Section 47 of the Act allows a landlord to end a tenancy for repeated late payment of rent.

I find that the Notice is a valid notice to end the tenancy. As the Landlord has proven the first reason for ending the tenancy, I make no decision with respect to the second reason.

The Landlord asked for an Order of Possession to be effective June 30, 2018. Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession effective on that date.

### **Conclusion**

The Tenants' Application is dismissed. The Landlord is hereby provided with an Order of Possession effective 1:00 p.m., June 30, 2018, for service upon the Tenants. This Order may be enforced in the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 28, 2018

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Residential Tenancy Branch