



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR CNC OPC MT OLC

Introduction:

Both parties (the landlord by agent and advocate who are hereinafter called 'the landlord') attended the hearing and gave sworn testimony. The landlord said they served the tenant personally on April 2, 2018 with a 10 Day Notice to End the Tenancy for non-payment of rent dated April 2, 2018 to be effective April 12, 2018 and with the One Month Notice to End Tenancy for cause dated April 2, 2018 to be effective May 2, 2018. The effective date on the Notice is automatically corrected to May 31, 2018 pursuant to section 53 of the *Residential Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The tenant said they served the landlord with their Application for Dispute dated May 3, 2018 at their office door and the landlord acknowledged receipt. The tenant filed a second Application on May 30, 2018 to dispute a second Notice to end Tenancy for unpaid rent and the landlord acknowledged receipt of that one also. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The tenant applies pursuant to *The Residential Tenancy Act* (the Act):

- a) to cancel the Notice to End Tenancy for unpaid rent pursuant to section 46;
- b) To cancel the Notice to End Tenancy for cause pursuant to section 47; and
- c) To order the landlord to comply with the Act.

Issues: Is the tenant entitled to any relief?

Preliminary Issue:

The tenant named the property manager as the landlord in the first of her applications and the company name in the second application. The property manager requested the style of cause in the Decision and Order show the company name as the landlord. The tenant had no objections and the amendment was granted.

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed the tenancy began on September 19, 2016, the current rent is \$1590 and a security deposit of \$795 was paid. Both parties agreed that the tenant paid the rent within the 5 days permitted by section 46 to cancel the Notice to End Tenancy dated April 2, 2018 for unpaid rent. The hearing proceeded on the Notice to End Tenancy for cause dated April 2, 2018. The tenant denied receiving this Notice but the property manager said it was served personally together with the 10 Day Notice and one of the landlord's was in their truck and witnessed the service. The One Month Notice to End Tenancy for cause cited the following reasons:

1. The tenant is repeatedly late paying rent;
2. The tenant or a person permitted on the property by them has
 - (i) Significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - (ii) Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
3. The tenant or a person permitted on the property by them has engaged in illegal activity that has, or is likely to
 - (iii) Adversely affect the quiet enjoyment, security, safety or physical well being of another occupant;
 - (iv) Jeopardize a lawful right or interest of another occupant or the landlord.

The landlord provided evidence on the various causes listed. They noted that the tenant had paid rent late January 2017, July 2017, April, 2018, May 2018 and June 2018. In February 2018, the landlord received an Order of Possession and a monetary order for \$990 for unpaid rent. The landlord decided not to enforce the Order of Possession because of the tenant's circumstances but part of the reason for the Notice to End Tenancy for cause served in May 2017 was that the issued monetary order was not paid. The landlord requests an Order of Possession.

The tenant said some of the late payments were weekends and sometimes the landlord held her cheques. The landlord said one check was held and not cashed because she said she was moving out but she did not so it was cashed.

The landlord provided other documentary and oral evidence regarding other causes for ending the tenancy. Her neighbours allege the tenant and her spouse do not manage their pets well so they have problems with dog feces and urine in the complex. They also allege the spouse is engaged in drug dealing. The tenant denies the allegations.

Analysis:

The 30 Day Notice to End a Residential Tenancy lists several causes under section 47 to end this tenancy. I find any one cause if proven on a balance of probabilities is sufficient cause to end the tenancy. I find the weight of the evidence is there has been repeated late payment of rent and the tenant has filed a second application (which is being heard with this one) to cancel the 10 Day Notice to End Tenancy dated May 24, 2018. She has filed another application to cancel the 10 Day Notice to End Tenancy dated June 13, 2018 which is due to be heard on August 14, 2018. I find the tenant has paid rent late in January 2017, July 2017, April 2018, May 2018 and June 2018. I find the evidence is there is sufficient cause pursuant to section 47 of the Act to end this tenancy for repeated late payment of rent. I dismiss the tenant's application.

As the landlord has proved on a balance of probabilities there is sufficient cause to end the tenancy based on repeated late payment of rent, I find it is irrelevant to consider the other causes listed.

The parties discussed a possible effective date for an Order of Possession. The tenant requested July 3, 2018 to allow her time to move. The landlord reluctantly agreed after I pointed out that they retain the right to apply for unpaid rent and damages.

The tenant complained on her second application that the landlord had arranged to have her jeep towed. This cost \$210 which she cannot afford. She provided proof of her insurance on it but said she removed the license plate for fear of theft. She cancelled the insurance a week later to pay for the towing charge.

The landlord said the City contacted them and said the jeep would be towed from the street where it was parked as it had no license plates as their bylaws require. They said they contacted the spouse of the tenant who assured them he would look after it. The jeep was taken onto their property with a flat tire and without license plates. The tenancy agreement states in Part 14 that only vehicles in operating condition and currently licensed and insured are authorized to park on their property. The tenant also states she has two vehicles and only one vehicle is listed in her tenancy agreement. They had no proof the vehicle was licensed or insured as it was without license plates so it was towed away at the tenant's expense.

I find the landlord did not violate the Act or tenancy agreement by having the vehicle towed. I find the weight of the evidence is that the vehicle appeared to be non operational as it had a flat tire and appeared to be not insured as it had no license plates. I dismiss this complaint of the tenant.

Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. I grant the landlord an Order for Possession effective July 3, 2018 as agreed.

Conclusion:

I dismiss the tenant's application. The filing fee was waived.

I grant the landlord an Order for Possession effective July 3, 2018. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement

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: June 26, 2018

Residential Tenancy Branch