



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenant with the notice of hearing package in person. The tenant confirmed that his documentary evidence was not served upon the landlord. Both parties confirmed that the landlord served the tenant with the submitted documentary evidence in person on June 30, 2018. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per section 90 of the Act with the notice of hearing package and the landlord's submitted documentary evidence. The tenant's submitted documentary evidence is excluded from consideration as the tenant did not serve the landlord.

At the outset, both parties agreed that the tenant had incorrectly named the wrong landlord as it is a company instead of an individual. Both parties confirmed the proper name of the landlord as per the signed 1 Month Notice dated May 31, 2018 as provided by the landlord. The tenant's application shall be amended to reflect this name.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2017 on a fixed term tenancy ending on November 30, 2018 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated November 4, 2017. The monthly rent is \$1,620.00 payable on the 1st day of each month. A security deposit of \$810.00 and a pet damage deposit of \$810.00 were paid.

The tenant seeks an order cancelling the 1 Month Notice dated May 31, 2018.

Both parties confirmed that the landlord served the tenant with a 1 Month Notice dated May 31, 2018 which sets out an effective end of tenancy date of June 30, 2018 and one reason for cause as:

Tenant is repeatedly late paying rent.

The listed details of cause on the 1 month notice states, "Tenant has been repeatedly late paying the rent. Late in paying the rent in Dec. 2017, Jan 2018, Feb. 2018 April 2018 & May 2018."

[Reproduced as written]

The tenant has provided written details stating, "I got a 30 day eviction notice for late payments and I was wanting to get more time to look for a new place to live."

Both parties confirmed that the landlord served the tenant with the 1 Month Notice dated May 31, 2018 in person. On May 31, 2018.

Analysis

Section 47(1) (b) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant has been repeatedly late paying rent.

In this case, both parties confirmed that the landlord served the tenant with the 1 Month Notice dated May 31, 2018. The tenant did not dispute the reasons for cause stating that he only wished for more time to find a new place. As such, I find that the tenant has failed to provide a sufficient reason to set aside the notice. I accept the undisputed affirmed evidence of both parties and find that the landlord has established grounds for cause in that the tenant has been repeatedly late paying rent as claimed.

Conclusion

The tenant's application is dismissed. The 1 Month Notice dated May 31, 2018 is upheld. Pursuant to Section 55 of the Act, the landlord is granted an order of possession.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: July 17, 2018

Residential Tenancy Branch