



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a One Month Notice to End Tenancy for Cause the “Notice”) issued on May 28, 2018.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

In a case where a tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy began on June 1, 2016. Rent in the amount of \$2,900.00 was payable on the first of each month. A security deposit and pet damage deposit were paid in the total amount of \$2,900.00 by the tenants.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on June 30, 2018.

The reason stated in the notice to end tenancy was that

- the tenant is repeatedly late paying rent.

The landlord's agent testified that the tenant have only paid their rent on time three times during the tenancy. The agent stated that the spreadsheet provides a summary of details for rent payments. Filed in evidence is a summary of rent payments.

The tenant R-G testified that they acknowledge rent was later for January, February, and March 2018. R-G stated that the one of the other tenants were dealing with family issues that the landlord was aware of at the time.

Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

After considering all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenants have been repeatedly late paying rent.

In this case the detail summary of rent paid showed that the tenants have been late paying rent more than three times; however, three late payments, which the tenants have admitted are the minimum to end the ground on this reason.

I find the Notice is valid and remains in full force and effect. Therefore, I dismiss the tenants' application to cancel the Notice. **I find the tenancy legally ended on June 30, 2018 and the tenants are overholding the premise.**

Section 55(1) of the Act states: Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

- (a) the landlord makes an oral request for an order of possession, and
- (b) the director dismisses the tenant's application or upholds the landlord's notice.

As the landlord has accepted occupancy rent, I find that the landlord is entitled to an order of possession effective **July 31, 2018, at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court.

Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession, pursuant to section 55 of the Act.

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 24, 2018

Residential Tenancy Branch