



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 an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on May 21, 2019.

Both parties appeared, gave 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 at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the 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.

Issues to be Decided

Should the Notice, be cancelled?

Background and Evidence

The tenancy began on April 1, 2015. Rent in the amount of \$400.00 was payable on the first of each month. The tenant paid a security deposit of \$200.00 and a pet damage deposit of \$200.00.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on June 30, 2019.

The reason stated in the Notice was that the tenant is:

- Repeatedly late paying rent

The landlord testified that the tenant has been late paying rent since December 2018, as each subsequent rent was late or not paid until the following month. The landlord stated the tenant has not paid any rent for June or July 2019.

The landlord submits text message between the parties which support the tenant has been late paying rent since December 2018.

The tenant testified that they do not denying being late with rent since December 2018. The tenant stated that they have been sick.

Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

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

In this case, the tenant's rent has paid rent late since December 2018 and the tenant has not paid any rent for June and July 2019. While I accept the tenant may have medical issues; however, it is the tenant responsibility to ensure rent is paid and on time.

I find the Notice has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to cancel the Notice. I find the tenancy legally ended on June 30, 2019 and the tenant is overholding the rental premise.

As the tenancy legally ended on the effective date of the Notice, and the tenant has not paid any rent for July 2019, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant.

Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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 08, 2019

Residential Tenancy Branch