



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant(s) seek an order to cancel the one month Notice to End Tenancy dated May 6, 2019 setting the end of tenancy for June 30, 2019.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was served on the Tenants by posting on May 6, 2019. Further I find that the Application for Dispute /Resolution/Notice of Hearing was personally served on the landlord on May 12, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issue to be decided is whether the tenant(s) are entitled to an order cancelling the one month Notice to End Tenancy dated May 6, 2019?

### **Background and Evidence:**

The parties signed a tenancy agreement that provided that the tenancy would begin on December 1, 2013 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$450 and a pet damage deposit of \$200 at the start of the tenancy. The present rent is \$1023.

### **Grounds for Termination:**

The Notice to End Tenancy identifies the following grounds:

- Tenant is repeatedly late paying rent

The landlord provided documentary evidence showing more than 3 late rent payments along with 10 day Notices to End Tenancy associated with a number of the late rent payments. The tenant acknowledged there have been 7 late rent payments.

The tenant PB testified that GJ and MJ are on full disability and their share of the rent is paid on time through BC assistance program. He works full time but some times his share of the rent has been late but all ways paid up. He further testified that the tenants will need a longer period of time for the social worker to find alternative accommodation.

Analysis:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. I determined there have been more than 3 late payments. The Policy Guideline provides that a landlord can serve a one month Notice to End Tenancy for repeated late payments where a tenant has been late paying the rent on more than 3 occasions. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy.

Settlement:

The parties reached a settlement that I should be set the effective date of the Order of Possession for August 31, 2019.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective August 31, 2019.

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 final and binding on the parties.**

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 24, 2019

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Residential Tenancy Branch