



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR, CNC

### Introduction

On July 15, 2019, the Tenants applied for dispute resolution under the *Residential Tenancy Act* ("the Act") to cancel a One Month Notice to End Tenancy for Cause. On July 22, 2019, the Tenants amended their application to include a dispute of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the applicant/ Tenants did not. At the start of the hearing I introduced myself to the Landlord. The hearing process was explained. The Landlord was provided with an opportunity to ask questions about the hearing process. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Does the Landlord have sufficient cause to end the tenancy?
- Is the Landlord entitled to end the tenancy due to non-payment of rent or utilities?

### Background and Evidence

The Landlord testified that the tenancy began in November 2018 as a one-year fixed term tenancy. Rent in the amount of \$2,000.00 is due to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,000.00.

### One Month Notice

The Landlord testified that the Tenants were served with a One Month Notice to End Tenancy dated July 4, 2019. The Landlord testified that the One Month Notice was served by posting the One Month Notice to the Tenants' door on July 4, 2019. The Landlord provided a copy of a One Month Notice dated July 4, 2019. The reason for ending the tenancy within the One Month Notice is that the Tenant is repeatedly late paying rent.

The Tenants' application indicates that the Tenant is disputing a One Month Notice received on July 4, 2019; however, a copy of a One Month Notice provided by the Tenant is dated July 9, 2019.

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. The Tenants disputed the One Month Notice dated July 4, 2019 on July 15, 2019, within the required timeframe.

The Landlord testified that the Tenant is repeatedly late paying the rent. The Landlord provided a document which indicates that the Tenant has paid the rent late on nine occasions over the past year.

The Landlord testified that he has received the rent for September 2019.

The Landlord also issued the Tenant an undated 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. The Tenant disputed the 10 Day notice on July 22, 2019.

### Analysis

With respect to the issue in the One Month Notice regarding late payment of rent, section 47 of the Act states that a Landlord may end a tenancy by giving a Notice to end the tenancy if the Tenant is repeatedly late paying rent.

The Residential Tenancy policy guideline # 38 with respect to repeated late payment of rent sets out that three late payments are the minimum number sufficient to justify a notice to end tenancy.

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

The Tenants applied for Dispute Resolution to cancel the One Month Notice to End Tenancy dated July 4, 2019, but failed to attend the hearing. Therefore, I dismiss the Tenants' Application to cancel the One Month Notice to End Tenancy for Cause dated July 4, 2019.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice dated July 4, 2019 issued by the Landlord meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective at 1:00 pm on September 30, 2019, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

#### 10 Day Notice

I find that the undated 10 Day Notice does not comply with the requirements of the Act for form and content. The 10 Day Notice is not effective and is set aside.

#### Conclusion

The Tenants failed to attend the dispute resolution hearing. The Tenants application to cancel the One Month Notice dated July 4, 2019, is dismissed. The Landlord is granted an order of possession for the rental unit effective September 30, 2019, after service on the Tenants.

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: September 19, 2019

---

Residential Tenancy Branch