



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLOOOMSBURY PROPERTIES LTED. and RPM INC. and
[tenant name sup pressed to protect privacy]

DECISION

Dispute Codes CNC, RP

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for repeated late payment of rent and for a repair order regarding the heating of the rental unit.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Have the tenants been repeatedly late paying rent? Has the landlord failed to attend to a proper repair?

Background and Evidence

The rental unit is a two bedroom apartment in a three floor, fifty unit building. The tenancy started in April 2017. The current monthly rent is \$1705.00. The landlord holds an \$800.00 security deposit.

Ms. L. for the landlord testifies that the tenants had been late paying rent four times in the year 2017, seven times in the year 2018 and late in February, March, April, June,

July and August 2019. She produces the landlord's records to corroborate the late payments.

The attending tenant Mr. H. does not dispute the late payments. He says that he has a job with the provincial government and his invoices are sometimes paid late, causing him to be late with rent.

He did not testify about a heating problem though Ms. L. stated there had been one and that the landlord had fixed it by repairing a boiler and had compensated the tenants for the extra cost of heating.

Analysis

Section 47 of the *Residential Tenancy Act* (the "*Act*") permits a landlord to end a tenancy when the tenant has been "repeatedly late" paying rent.

Residential Tenancy Policy Guideline 38, "Repeated Late Payment of Rent" provides that three late payments are the minimum number sufficient to justify a notice under these provisions.

It is clear that the tenants have been repeatedly late paying rent. The delays Mr. H. might encounter invoicing the provincial government do not form the basis of a possible defence to the late payment claim.

Conclusion

The tenants' application to cancel the Notice is dismissed. As a result this tenancy ended on September 30, 2019, the effective date in the Notice. Pursuant to s. 55 of the *Act*, the landlord is entitled to an order of possession.

Ms. L. for the landlord indicated that the end of January 2020 would be an agreeable date considering that the tenants have two children. I grant the landlord an order of possession effective January 31, 2020.

The tenants have paid rent for October. They will be responsible to pay occupation rent for the months November, December and January.

The tenants' application for a repair order is dismissed for want of evidence.

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: October 28, 2019

Residential Tenancy Branch