



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, FFT

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated August 30, 2019
- b. An order to recover the cost of the filing fee.

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 Tenant by placing it in the tenant's mailbox on August 31, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on September 26, 2019. With respect to each of the applicant's claims I find as follows:

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

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated August 30, 2019?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began on June 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1250 per month payable in advance on the first day of each month. The rent was subsequently increased to \$1281.25. The tenant(s) paid a security deposit of \$625 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant is repeatedly late paying rent

The landlord testified the tenants were late on 8 occasions in 2018 and 7 occasions in 2019 to the end of August 2019.

The tenants failed to pay the rent for November. The landlord obtained an Order of Possession pursuant to a 10 day Notice to End Tenancy and has obtained a Writ of Possession from the Supreme Court.

The tenant does not dispute the above evidence. She testified she is doing all that she can to vacate by the end of November.

Analysis:

I determined the landlord has established sufficient cause to end the tenancy. Policy Guideline #38 provides three late payments are the minimum number sufficient to justify a notice to end tenancy. I determined there have been 15 late payments in the last two years.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy dated August 30, 2019. I further order that the application of the tenant for the cost of the filing fee be dismissed.

Order for Possession:

Normally I would be issuing an Order of Possession where the Tenant's application to cancel a Notice has been dismissed. However, the landlord testified she already has an Order of Possession as a result of the tenant's failure to pay the rent for November and she does not need an Order of Possession in these proceedings.

**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: November 28, 2019

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Residential Tenancy Branch