



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, LRE, MNDCT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued On July 20, 2020.

Both parties appeared, gave affirmed 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.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request to set aside the Notice to End Tenancy. The balance of the tenants’ applications dismissed, with leave to re-apply.

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 issued, be cancelled?

### Background and Evidence

The tenancy began on July 19, 2018. Rent in the amount of \$1,475.00 was payable on the first of each month. The tenants paid a security deposit and pet damage deposit totaling the amount of \$1,475.00. Rent was increased on August 1, 2019, to the allowable amount of \$1,511.88.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on August 31, 2020.

The reason stated in the Notice was that the tenants:

- Repeated late paying rent; and
- Put the landlord's property at significant risk.

The landlord testified that the tenants are constantly late with the rent. The landlord was told that I would not consider any evidence of late payments of rent that were due during the state of emergency, as affected rent for April 2020 to August 2020 cannot be considered late during this time period. This is based on a Ministerial Order issued on March 24, 2020.

The landlord testified that rent is due on or before the first of each month and rent was paid on the following dates.

- July 2019 rent was paid on July 2, 2019;
- August 2019 rent was paid in two payments one on August 1, and the balance on August 8, 2019;
- September 2019 rent was paid on September 4, 2019;
- October 2019, was paid in two payments one on October 3 and the balance paid on October 7, 2019;
- November 2019, was paid in two payments one on December 2 and the balance on December 9, 2019;
- January 2020, rent was paid in three different payments, one on January 6, the second on January 7 and the balance was paid on the 17;

- February 2020 rent was paid in three payments, the first was on January 31, 2020, the second payment was on February 3, and balance was paid on February 4, 2020;
- March 2020 rent was paid in multiple email transfers and was late; and
- September 2020, rent has not been paid.

The tenant testified that they do not deny they have been late paying rent as stated by the landlord. The tenant stated that her and her husband are on different shifts and it simply a lack of communication on their part.

The tenant testified that they have not paid rent for September 2020, because they are not going to pay the rent if they were evicted as they need that money for moving costs and for a security deposit for elsewhere.

### Analysis

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

I am satisfied that the tenants have been repeatedly late paying rent, the landlord provided specific dates and amount and it was admitted by the tenant that it was lack of communication with their husband that rent was paid late.

I find the Notice has been proven by the landlord and is valid and enforceable. Therefore, I dismiss the tenants' application to cancel the Notice. I find the tenancy legally end on August 31, 2020, in accordance with the Act.

As the tenant admitted they did not pay any occupancy rent for September 2020. I find I must grant the landlord an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be enforced in the Supreme Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

### Conclusion

The tenants' application to cancel the Notice, issued on July 20, 2020 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: September 03, 2020

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Residential Tenancy Branch