



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Superior Living Utilizing Managed Sustainabilities
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On April 22, 2022, the tenant applied for:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated April 15, 2022; and
- the filing fee.

The hearing teleconference commenced on time at 11:00 a.m. and was attended by the respondent landlord; the tenant did not attend the hearing, though the teleconference line remained open for 10 minutes.

Pursuant to Rule of Procedure 7.3, if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply. I dismiss the tenant's application without leave to reapply.

Section 55(1) of the Act states that when a tenant's application to cancel a notice to end tenancy is dismissed and the notice to end tenancy complies with the form and content requirements of section 52 of the Act, the director must grant an order of possession to the landlord.

The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord provided affirmed testimony that the tenant has repeatedly paid rent late in

- August 2020,
- July 2021,
- December 2021,

- July 2022, and
- August 2022.

Section 47(1)(b) of the Act states a landlord may end a tenancy by giving notice to end the tenancy if the tenant is repeatedly late paying rent. Residential Tenancy [Policy Guideline](#) 38 Repeated Late Payment of Rent states that three late payments are the minimum number sufficient to justify a notice to end tenancy.

The One Month Notice is in evidence. I find the notice meets the form and content requirements of section 52: it was signed and dated by the landlord on April 15, 2022, gives the address of the rental unit, lists the effective date of May 21, 2022, states the reasons for ending the tenancy, and is in the approved form (RTB-33).

Considering the above, and pursuant to section 55(1) of the Act, I find that the landlord is entitled to an order of possession, which will be effective at 1:00 p.m. on August 31, 2022.

In accordance with section 64(3)(c) of the Act, I amended the landlord's name in the dispute to reflect the landlord's legal business name as found on the tenancy agreement and the One Month Notice.

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: August 26, 2022

Residential Tenancy Branch