



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. The tenant applied on May 3, 2022 for an order to cancel a One Month Notice to End Tenancy for Cause, dated April 22, 2022 (the One Month Notice).

The hearing began at 9:30 a.m. The tenant did not attend, though the teleconference line remained open. The landlord's agent ("the landlord") was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; he was also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

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.

The landlord testified that the tenant vacated the rental unit on June 1, 2022, and that the landlord is seeking an order of possession.

As the landlord has testified the tenant vacated the rental unit, the tenant's application is dismissed on this basis.

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

- November 2021,
- December 2021,
- January 2022,
- February 2022,
- March 2022, and
- April 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 12, 2022, gives the address of the rental unit, lists the effective date of May 31, 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 immediately.

Based on the unit information noted on the tenancy agreement and the One Month Notice, I have amended the application to include the number of the rental unit. This amendment is in accordance with section 64(3)(c) of the Act.

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 01, 2022

Residential Tenancy Branch