



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESGROUP and WESGROUP PROPERTIES,  
WESGROUP PROPERTIES, WESGROUP PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to convene at 9:30 a.m. on November 8, 2022 concerning an application made by the tenant seeking an order cancelling a One Month Notice to End Tenancy for Cause.

An agent for the landlord attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. Therefore, I dismiss the tenant's application without leave to reapply.

The landlord submitted that the tenant was served with the landlord's evidentiary material by registered mail on October 28, 2022, all of which has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause dated September 7, 2022 was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on February 1, 2021 and reverted to a month-to-month tenancy after January 31, 2022, and the tenant still lives in the rental unit. Rent in the amount of \$2,024.00 is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The landlord holds a security deposit of \$997.50 and a pet damage deposit of \$800.00 in trust. The rental unit is an

apartment in a 21-storey complex, and a copy of the tenancy agreement has been provided for this hearing.

The landlord's agent further testified that on September 7, 2022 the landlord's agents served the tenant with a One Month Notice to End Tenancy for Cause, by posting it to the door of the rental unit. A copy has been provided for this hearing and it is dated September 7, 2022 and contains an effective date of vacancy of October 31, 2022. The reason for issuing it states: Tenant is repeatedly late paying rent. The landlord has provided a Tenant Ledger and the landlord's agent testified that there have been 9 late rent payments or N.S.F. payments since March, 2021, the latest in June and September, 2022.

The landlord seeks an Order of Possession.

### Analysis

A tenant is required by law to pay rent when it is due, and where the tenant is repeatedly delinquent, the landlord may issue a notice to end the tenancy for repeated late rent.

The *Residential Tenancy Act* also states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. I have reviewed the One Month Notice to End Tenancy for Cause, and I find that it is in the approved form and contains information required by the *Act*.

I am satisfied in the undisputed evidence provided by the landlord that the tenant has been repeatedly late paying rent, and having dismissed the tenant's application to cancel the Notice, I grant an Order of Possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant. The tenant must be served with the Order of Possession, which may be filed in the Supreme Court of British Columbia and enforced.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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 08, 2022

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Residential Tenancy Branch