



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), this hearing dealt with the Tenant's application to cancel a One Month Notice for Cause (Notice) issued May 8, 2023.

### Issues to be Decided

1. Is the Tenant entitled to cancel the One Month Notice for Cause?
2. If not, is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy commenced on February 1, 2014 on a month-to-month basis. The current monthly rental rate is \$879.20 payable on the first day of the month. A security deposit of \$370.00 was paid by the Tenant and continues to be held in trust by the Landlord. In 2015, the Tenant paid a pet deposit of \$100.00, which the Landlord also continues to hold in trust.

On May 8, 2023, the Landlord issued a One Month Notice to End Tenancy for Cause. The effective date of the Notice was June 8, 2023. A copy of the Notice was submitted into evidence. Service of the Notice was made by leaving a copy in the mail slot where the Tenant resides on May 8, 2023. I find the Tenant sufficiently served in accordance with the Act.

The Landlord's Notice listed several grounds as cause to end the tenancy:

- the Tenant was repeatedly late paying rent;

- the Tenant, or Tenant's guests, pose significant risk to the Landlord's property;
- the Tenant, or the Tenant's guests, have significantly damaged the Landlord's property;
- the Tenant poses a significant risk of harm to the health, safety or rights of other occupants or the Landlord;
- the Tenant has significantly interfered with or unreasonably disturbed other occupants or the Landlord.

During the hearing the Landlord stated that the Tenant had been repeatedly late paying rent since August 2014 soon after the tenancy began. The Landlord provided a copy of a 10-Day Notice for Unpaid Rent from October 2015 and testified that since moving in, the Tenant had been late "numerous times." The most recent late payments occurred in May, June and August 2022; as well as, May and June, 2023. The Tenant admitted that she had been repeatedly late in rent but stated that rent was late because she had been on welfare, but she now had employment and was "getting her life on track." The Landlord stated that the Tenant had been served with a 10-Day Notice for Unpaid Rent on June 2, 2023, with an effective date of June 12, 2023, but she had since paid.

The Landlord also testified to a number of acts by the Tenant that the Landlord states places other occupants of the building in jeopardy, as well as posing significant risk and actual damage to the property. The Landlord detailed a pepper spray incident on August 18, 2020, where the Tenant or a guest of the Tenant's had discharged pepper spray in the building hallway after an altercation requiring the dispatch of a Haz-Mat team. The Landlord submitted into evidence written documentation of the incident from the Haz-Mat responders.

The Landlord also detailed an incident that occurred on April 1, 2023, where a water hose was placed into the rental unit through the balcony sliding door and left on. The Landlord stated that a number of people used the balcony door (as opposed to the building front entrance) to come and go into the rental unit. The Tenant was absent from the unit at the time and the amount of water was sufficient to leak into the underground parking area. The police were called to the scene. The Tenant stated she did not know who had placed the water hose in her unit, but that the sliding door was broken and the fault was therefore attributable to the Landlord. Further, the Tenant testified that she cleaned the rental unit after the flooding and no water had damaged the common hallway.

The Landlord submitted letters from neighboring tenants in the building described their concern for personal safety not only from the Tenant but also from her guests, and loud, disruptive parties that she hosted. The Landlord had sent a written warning letter to the Tenant dated September 7, 2020, advising her of the several complaints received regarding a loud party at 3 a.m. The Landlord also submitted another Tenant's undated letter complaining of the Tenant's noise and its effect on senior citizens in the building. A letter from another tenant detailed their concern and fear of the Tenant and her guests' behavior for the time period 2017 (when the letter's author moved in) through December 2022. The Landlord testified that security cameras had been placed in the hallway as a safety precaution and to reassure other tenants.

The Landlord testified that management had tried to work with the Tenant over the years but matters had reached a point that the Tenant was not responsive to warnings any longer and continued to pose a significant risk of harm to other tenants, their personal property and the Landlord's property. The Tenant simply stated that these incidents were not "her fault," aside from the late rent which she did not deny occurred.

### Analysis

Section 52 of the Act sets out the requirements for a valid notice to end a tenancy. It requires that the notice be signed by the party giving the notice, that it provide the address of the rental unit, state the effective date of the notice, provide the reason and when given by the landlord, be in an approved form. A copy of the Notice is in evidence. I find that the Notice was proper under the Act.

Section 47(1)(b) provides that a landlord may end a tenancy when the tenant is repeatedly late in paying rent. Policy Guideline 38 provides that three late payments is the minimum number sufficient to justify termination of tenancy. The Guideline notes that the late payments need not be consecutive but a landlord's reliance on late payments that are remote in time to the issuance of the notice may be considered waived. In this case, the Landlord provided undisputed testimony that the Tenant had most recently been late in paying rent in August 2022 and again in May and June 2023. The Landlord was not relying upon prior incidents of late rent payment by the Tenant to support the Notice, but rather to demonstrate that the Tenant had a persistent pattern of paying rent late. The Tenant did not dispute this.

I find that the Tenant has been repeatedly late in paying rent as set forth in the Notice and the Landlord may end the tenancy on this basis. I dismiss the Tenant's application for a cancellation of the One Month Notice dated May 8, 2023.

### Conclusion

The Tenant's application to cancel the One Month Notice to End the Tenancy for Cause is denied.

I grant an Order of Possession to the Landlord effective July 31, 2023, with valid service of the Order on the Tenant. Should the Tenant fail to comply with this Order, this Order may be enforced as an Order of the Supreme Court of British Columbia.

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: July 10, 2023

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Residential Tenancy Branch