



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** AS CNC OLC FF

## **Introduction**

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

## **Issue(s) to be Decided**

This is a request to have a section 47 Notice to End Tenancy cancelled, a request for an order for the landlord to comply with the Residential Tenancy Act, and a request to allow the tenant to sublet the rental unit.

## **Background and Evidence**

The landlord gave a Notice to End Tenancy as follows:

**47(1)**

- (b) the tenant is repeatedly late paying rent;
- (d) the tenant or a person permitted on the residential property by the tenant has
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (i) the tenant has assigned or sublet the rental unit without the landlord's written consent

I will deal with each item separately:

**The tenant is repeatedly late paying rent:**

The landlord testified that the tenant has paid the rent late almost every month since the tenancy began.

The tenant admitted that he frequently did not pay the rent on the due date but he always paid the rent within 5 days of the due date.

The tenant further stated that the landlord never gave him any notice to pay the rent on the due date before giving the Notice to End Tenancy and therefore he believes this is not a valid reason for ending the tenancy.

### **Analysis**

The Residential Tenancy Act allows the landlord to end the tenancy if rent is repeatedly late and in this case the tenant has admitted that he has frequently been late paying the rent.

Further there is nothing in the Residential Tenancy Act requiring that the landlord first give the tenant notice to pay the rent on time before giving a Notice to End Tenancy for repeatedly late rent.

Therefore the Notice to End Tenancy given by the landlord is a valid notice and I will not set the Notice to End Tenancy aside.

Since the Notice to End Tenancy has been upheld for repeatedly late rent there is no need to deal with the other reasons given for ending the tenancy.

Further since this tenancy is ending on January 31, 2009 the other issues on the application are now moot points.

### **Conclusion**

This application is dismissed and I have issued an Order of Possession to the landlord for 1:00 pm on January 31, 2009.

Dated: January 28, 2009