



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FF

Introduction

The tenant applied to cancel a 1 month Notice to end tenancy for cause issued on July 8, 2014.

Both parties were present at the hearing; the tenant's spouse attended for the tenants. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral evidence and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the 1 month Notice ending tenancy for cause issued on July 8, 2014 be cancelled?

Background and Evidence

The tenancy commenced on September 1, 2003; rent is currently \$1,075.00 due on the first day of the month. A copy of the tenancy agreement supplied as evidence set out the rent payment terms.

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenants were required to vacate the rental unit on August 31, 2014. The reason stated for the Notice to End Tenancy were that the tenants have been repeatedly late paying her rent.

The landlord supplied copies of numerous Notices to end tenancy for unpaid rent issued over the past several years. There was no dispute that in 2014 rent has been paid late in March, April, June, July and August. The late payments were confirmed by the tenant, who indicated she understands rent should be paid on the 1st day of each month and that circumstances have caused payment to be late.

The landlord requested an Order of possession. The landlord said if the tenants pay rent on time, for at least the next year, the tenancy could be reinstated. The tenants could expect to receive receipts for use and occupancy until such time as the landlord is

ready to reinstate the tenancy; which will require a history of rent payments made on time. If rent is paid late the landlord would enforce the Order of possession.

Analysis

After considering all of the evidence I find that the landlord has provided sufficient evidence proving the tenants have been repeatedly paying rent. The late payments were not disputed by the tenant.

Residential Tenancy Branch policy suggests that 3 or more late payments in recent history would support ending a tenancy for late payment. The tenants have exceeded that number. Therefore, I find that the tenant's application to cancel the Notice issued on July 8, 2014 is dismissed.

Section 55(1) of the Act provides:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

- (a) the landlord makes an oral request for an order of possession, and*
- (b) the director dismisses the tenant's application or upholds the landlord's notice*

Therefore, pursuant to section 55 of the Act, the landlord has been granted an Order of possession that is effective **two days after it is served upon the tenant**. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

The application is dismissed.

The landlord is entitled to an Order of possession.

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 19, 2014

