



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the named landlord called in and participated in the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

The rental unit is a basement suite in a house in Langley. On June 12, 2015 the tenant applied to cancel a Notice to End Tenancy. The tenant testified that he faxed a copy of the Notice to End Tenancy to the Residential Tenancy Branch soon after he filed his application, but there was no record of a fax from the tenant and the landlord failed to provide a copy of the Notice to End Tenancy as part of her evidence.

The landlord testified that the Notice to End Tenancy was given to the tenant because he has been repeatedly late paying rent. She referred me to several pages of letters and e-mails submitted as evidence. She referred to a letter sent to the tenant dated April 8, 2015. In the letter the landlord alleged that the tenant was late paying rent that was due on February 22, 2015. The landlord alleged that the payment was not received until it was discovered taped to the landlord's door on the morning of February 23, 2015.

The landlord has given a previous Notice to End Tenancy to the tenant and there have been two previous dispute resolution proceedings with respect to this tenancy. In a decision dated February 20, 2015 an arbitrator cancelled the landlord's previous Notice to End Tenancy for cause and awarded the \$50.00 filing fee to the tenant. The landlord served a 10 day Notice to End Tenancy after the tenant deducted the \$50.00 filing fee from a rent payment. In a decision dated June 2, 2015 the landlords' application for an order for possession was dismissed and the 10 day Notice to End Tenancy was declared to be invalid.

### Analysis

In this proceeding the landlord has again applied to end the tenancy based on repeated late rent payments. Much of the evidence presented is in the form of self-serving letters sent to the tenant by the landlord. I do not find convincing evidence that the tenant has been repeatedly late paying rent; further the landlord relied on allegations of late payment that were addressed in a previous dispute resolution hearing. At the hearing the landlord said that there are other reasons why the landlord wants to evict the tenant. Those reasons appear to be related to conflicts between the tenant and the occupants of the landlord's rental unit in the upstairs portion of the rental property.

I find that the landlord has failed to provide convincing evidence that the tenant has been repeatedly late paying rent and I order that the Notice to End Tenancy be cancelled and that the tenancy continue until ended in accordance with the *Residential Tenancy Act*.

The landlord and the tenant said at the hearing that they may engage in a discussion to determine whether they can arrive at a mutual agreement to end the tenancy. The parties are encouraged to explore the possibilities of a settlement, but the tenant is under no obligation to sign a mutual agreement to end tenancy.

### Conclusion

The tenant included a claim for a rent reduction and an order that the landlord provide services or facilities required by the tenancy agreement. The tenant provided no documents or evidence at the hearing in support of this claim and it is dismissed. The tenant's application to cancel the Notice to End Tenancy has been granted. He is entitled to recover the \$50.00 filing fee for his application and he may deduct the said sum from a future rent payment.

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: August 13, 2015

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Residential Tenancy Branch

