



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR

### Introduction

This hearing was convened pursuant to the tenants' application to cancel a notice to end tenancy for cause. The tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy dated December 29, 2015 valid?

### Background and Evidence

The tenancy began on February 1, 2015. Rent in the amount of \$800.00 is payable in advance on the first day of each month. On December 29, 2015, the landlord served the tenants with a notice to end tenancy for cause. The notice indicated that the reasons for ending the notice were that the tenants were repeatedly late paying rent, and two other causes.

The landlord stated that beginning in July 2015 the tenants began paying their rent late. The landlord stated that in October 2015 the tenants were really late paying their rent, and they were late paying again in November 2015 and December 2015.

The tenants replied that the landlord never put proper dates on the rent receipts. The tenants referred to the landlord's written submissions, where she indicated that she "usually gave a grace period of five days due to holidays, weekends etc." The tenants acknowledged that the rent is due on the first day of the month. The tenants stated that they paid October 2015 rent before the fifth day of the month; they paid November 2015 rent within the first five days, or maybe within the first week; and they tried to pay December 2015 rent on December 9, 2015, but the landlord was not available and they could not pay until the 10<sup>th</sup>.

The landlord stated that the rent has been paid up to the end of February 2016.

### Analysis

I find that the notice to end tenancy for cause dated December 29, 2015 is valid, on the basis that the tenants were repeatedly late paying rent. Whether or not the landlord “usually” gave a “grace period” does not change the material term of the tenancy agreement that requires tenants to pay their rent on the first day of each month. I find that the tenancy ended on the effective date of the notice. I therefore dismiss the tenants’ application.

I am satisfied that the notice to end tenancy for cause dated December 29, 2015 meets the requirements regarding form and content as set out in section 52 of the Act.

Under section 55 of the Act, when a tenant’s application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective February 29, 2016.

### Conclusion

The tenants’ application is dismissed.

I grant the landlord an order of possession effective February 29, 2016. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: February 22, 2016

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Residential Tenancy Branch

