



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlords' application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlords to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlords to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on November 28, 2013. Canada Post tracking numbers were provided by the landlords in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent?

Are the landlords entitled to a Monetary Order to recover unpaid rent?

Are the landlords entitled to a Monetary Order for money owed or compensation for damage or loss?

Are the landlords permitted to keep the security deposit?

Background and Evidence

The landlords testify that this month to month tenancy started on October 15, 2012.

Rent for this unit is \$750.00 which is due on the 1st of each month.

The landlords testify that the tenant failed to pay rent for September, 2013 on the day it was due. The landlords issued the tenant with a 10 Day Notice to End Tenancy for unpaid rent on September 06, 2013. This Notice was served upon the tenant on September 06, 2013 by posting the Notice to the tenant's door. The Notice informed the tenant that he had five days to pay the outstanding rent of \$750.00 or dispute the Notice. If the tenant paid the rent within five days the notice would no longer be in effect.

The landlord testifies that the tenant paid \$750.00 on September 07, 2013.

The landlord testifies that since that time the tenant has been late with his rent again.

The landlord testifies that no further Notices to End Tenancy have been issued at this time. The landlords seek an Order of Possession and a Monetary Order to recover other unpaid rent.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlords. Section 46(4)(a) of the *Act* states:

(4) Within 5 days after receiving a notice under this section, the tenant may
(a) pay the overdue rent, in which case the notice has no
effect,

Having considered the landlords' evidence and testimony it is my decision that the tenant did pay the rent for September within five days of receiving the Notice to End Tenancy. Consequently, this Notice no longer has any force or effect. As the landlord has not issued a new 10 Day Notice to the tenant for any other unpaid rent I cannot deal with the landlords' application in this matter.

Conclusion

The landlords' application is dismissed without leave to reapply. The landlords are at liberty to serve the tenant with another Notice to End Tenancy and file a new application if rent remains unpaid.

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: January 21, 2014

Residential Tenancy Branch

