



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UNISON HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenants acknowledged receipt of evidence submitted by the landlord. The tenants did not submit any documentation for this hearing.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenancy began on or about February 1, 2007. Rent in the amount of \$1340.00 is payable in advance on the first day of each month. The tenant failed to pay a portion of the rent in the month(s) of February and on February 2, 2017 the landlord personally served the tenant with a notice to end tenancy. The landlord testified that the tenant paid the outstanding amount of rent on February 10, 2017 for which he was given a receipt "for use and occupancy only". The landlord testified that the tenants were often late and that he sent them a letter in November 2016 reminding them of their obligation

under the tenancy agreement to pay the rent on the first each and every month. The landlord requests an order of possession.

TI testified that since the amount of rent is paid, there is no dispute and wish to remain. KE testified that he acknowledges the caution letter from November but had some financial problems recently. KE testified that his financial situation has been solidified and that rent won't be a problem again and wishes to stay.

Analysis

The tenants acknowledge that they failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy.

Based on the above, I find that the landlord is entitled to an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). The landlord is also entitled to the recovery of the \$100.00 filing fee. I order that the landlord is entitled to retain \$100.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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 27, 2017

Residential Tenancy Branch