



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WINTER BLOSSUM HOLDINGS LTD. &  
CHAMPIONUP INC.  
and [tenant name suppressed protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### 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; and
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

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 tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing.

The landlord originally applied through the Direct Request Process however an Adjudicator deemed it necessary for a participatory hearing. The hearing proceeded and completed on that basis.

### 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?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about June 1, 2011. Rent in the amount of \$500.00 is payable in advance on the first day of each month. The tenant has been late and short with his rent since December 2014. The landlords testified that they have made numerous attempts to work with the tenant and provided chances for him to catch up, but to no avail. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on March 8, 2017. The landlords testified that the tenant owes \$5125.00 in unpaid rent as of today's hearing.

The tenant gave the following testimony. The tenant testified that he agrees with everything the landlord has said and does not dispute the service of documents, the amount of unpaid rent or the timeline of events. The tenant testified that the landlords have been very good in working with him and very patient and is hopeful that he can arrange the full payment soon to have the landlords give him one more chance.

### Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenant has 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 on the corrected effective date of the notice.

I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$5125.00

### Conclusion

The landlord is granted an order of possession and a monetary order for \$5125.00.

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: May 15, 2017

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Residential Tenancy Branch