



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's Application under the Residential Tenancy Act, (the "*Act*"), for an order of possession to enforce 10-Day Notice for Unpaid Rent (the Notice) issued on January 8, 2019, a monetary order for unpaid rent or utilities, and to recover the cost of filing the application. The matter was set for a conference call.

The Landlord attended the hearing and was affirmed to be truthful in his testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the Act and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified the Application for Dispute Resolution, and Notice of Hearing had been sent to the Tenant by registered mail on January 30, 2019. Section 90 of the *Act* determines that a document served in this manner is deemed to have been received five days later. I find that the Tenant had been duly served in accordance with the Act.

The Landlord was provided with the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession, pursuant to section 46 of the *Act*?
- Is the Landlord entitled to monetary compensation for unpaid rent and utilities?
- Is the Landlord entitled to recover the filing fee for this application?

Background and Evidence

The Landlord testified that the tenancy began on October 16, 2017, that rent is currently \$948.00 per month and is to be paid by the first day of each month. The Landlord also testified that the Tenant had paid a \$462.50 security deposit at the outset of this tenancy.

The Landlord testified that as of the date of this hearing the Tenant had paid the full rent for January and February 2019 and that he did not want to end this tenancy.

The Landlord also testified that the Tenant continually pays the rent late, but that the Tenant does pay the full rent before the end of each month.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the Landlord's testimony, and I find that the Tenant has paid the outstanding amount due and that the Landlord does not wish to enforce this Notice, rendering the Notice of no effect.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has withdrawn his request to enforce this notice, I decline to award the recovery of the \$100.00 filing fee for this application.

Conclusion

I allow the Landlord request to cancel his request to enforce the Notice. I find that the Notice is of no effect of no effect under the *Act*. The tenancy will continue until ended in accordance with the *Act*.

I decline to award the recovery of the \$100.00 filing fee for this application.

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 28, 2019

Residential Tenancy Branch