



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skyline Living  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OPR-DR, MNR-DR, FFL**

### **Introduction**

This matter proceeded by way of an ex parte Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the Act), and dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession based on unpaid rent, to obtain monetary compensation for unpaid rent, and to recover the filing fee paid for the application.

On August 12, 2021, the Adjudicator consider the landlord's application and determined that a participatory hearing was required. The interim decision should be read in conjunction with this Decision.

Only the landlord's agent appeared. The agent stated that they complied with the interim decision of August 12, 2021, as they sent all the required documents to the tenant on August 19, 2021, which was successfully delivered to the tenant on August 24, 2021. I find the tenant was duly served under the Act.

At the hearing the landlord's agent stated that on July 29, 2021, they entered into a repayment plan for rent arrears. The agreement shows the tenant will pay their monthly rent on the 1<sup>st</sup> day of each month and an additional sum of \$455.22 on or before the 22<sup>nd</sup> day of each month commencing August 2021 and will end in April 2022. File in evidence is a copy of that agreement.

The landlord stated that the tenant has complied with the repayment, except they were late one time, by one day, with the arrear's payment.

I find the landlord's position reasonable and is for the sole benefit of the tenant keeping their housing. This would not be considered rent owed during the state of emergency

as that ended on September 2020 and this is for rent owing starting in January 2021 and the landlord was not under any obligation to enter into a repayment plan. The tenant should be aware that if they miss any payments they could be served with a new 10 Day Notice to End Tenancy for Unpaid Rent or Utilities for failing to meet those repayment obligations.

As the landlord's application had merit, as the tenant did not dispute the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and was in rent arrears. I find the landlord is entitled to recover the cost of the filing fee. I authorize the landlord to keep \$100.00 from the tenant's security deposit in full satisfaction of this award.

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: November 29, 2021

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Residential Tenancy Branch