



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

The Landlord’s agent gave affirmed evidence and this matter proceeded on its merits.

Issue(s) to be Decided

This is the Landlord’s application for an Order of Possession and a Monetary Order for unpaid rent, to keep all of the security deposit, and recover the filing fee from the Tenant.

- (1) Is the Landlord entitled to an Order of Possession?
- (2) Is the Landlord entitled to a monetary order?
- (3) Is the Landlord entitled to keep all of the security deposit?

Background and Evidence

Landlords’ evidence

The Landlord’s agent testified that he served the Tenant with the Notice to End Tenancy for Unpaid Rent or Utilities by posting the Notice to the door of the Tenant’s residence at 11:08 a.m. on February 6, 2009.

The Landlord's agent testified that he mailed the Tenant a copy of the Application for Dispute Resolution and hearing package on February 17, 2009, by registered mail to the Tenant's residential address. The Landlord's agent did not provide proof of mailing the registered mail package to the Tenant and stated that he did not have a tracking number for the registered mail package.

The Landlord's agent testified as follows:

- The Tenant paid the full amount owing to the Landlord on March 17, 2009.
- The Landlord accepted the payment, but did not reinstate the tenancy. The Landlord's agent stated that he accepted the money for "use and occupancy only".

Analysis

The Landlord failed to prove that the Tenant was served with the notice of hearing documents. The Landlord failed to provide evidence that it accepted payment of the amount owed for use and occupancy only. The Tenant did not attend the Hearing to confirm the understanding that the tenancy was not reinstated. The Tenant may, or may not, have understood that the Landlord was not reinstating the tenancy.

Conclusion

The Landlord's application is dismissed without leave to reapply.

April 17, 2009
