



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

OPR, MNR, MNSD, FF

Introduction

This matter was conducted by way of 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 for an Order of Possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 21, 2010 the landlord served each tenant with the Notice of Direct Request Proceeding via registered mail. The landlord provided Canada Post receipts and tracking numbers as evidence of service to each tenant. The receipts were difficult to discern, however, upon my request the landlord re-submitted copies of the receipts which confirmed the Canada Post tracking status and service to each tenant. Section 90 of the Act determines that a document is deemed to have been served on the fifth day after mailing.

Based on the written submissions of the landlord, I find that the tenants have been served with the Direct Request Proceeding documents.

When the landlord submitted the receipts the landlord also provided further evidence which confirms that since this Application was filed the tenants have paid the balance of February rent and all of March rent. The landlord submits that the tenancy should not be ended on the basis of repeated late rent payment.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

May the landlord retain the deposit paid?

Is the landlord entitled to filing fee costs?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 8, 2010 with a stated effective vacancy date of February 23, 2010, for \$203.00 in unpaid rent.

Analysis

As the tenants have paid the rent arrears in full and there is no evidence before me that a receipt for use and occupancy was issued, I find that this tenancy has been reinstated and that the Notice issued on February 8, 2010 is of no force or effect.

The landlord has requested that the tenancy be ended based upon cause, for repeated late payment of rent. A tenancy for cause can only be ended when a One Month Notice is given as required by sections 47 and 52 of the Act.

I find that the landlord has been fully paid rent to date and is not entitled to a monetary order.

As the landlord has not provided information as to when the rent arrears was paid, I decline to award filing fee costs to the landlord.

Conclusion

The Notice to End Tenancy issued on February 8, 2010 is of no force or effect. This tenancy shall continue.

Rent is paid in full; therefore, the landlord is not entitled to a monetary Order.

The landlord is not entitled to filing fee costs.

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: March 10, 2010.

Dispute Resolution Officer