



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing documents. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This one year, fixed term tenancy started July 2009 with monthly rent of \$1350.00 and the tenant's paid a security deposit of \$675.00. On March 28, 2011 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenants had made a \$500.00 rent payment in April 2011 and a \$1250.00 payment in June 2011 but that the tenants still owe the landlord \$2950.00 in unpaid rent in the following amounts: April \$250.00, May \$1350.00 and June \$1350.00. The landlords stated that they had not provided the tenants with a receipt stating *'for use and occupancy only, does not reinstate tenancy'* for any of the rent payments received from the tenants since issuance of the March 28, 2011 notice to end tenancy.

The landlord's were referred to RTB fact sheet 124 which clearly states that without provision of the proper receipt after issuance of a notice to end tenancy, a landlord

effectively re-instates the tenancy and the landlord may no longer obtain an order of possession on that notice. Therefore the landlords in this application are not entitled to an order of possession for unpaid rent and that portion of their application is hereby dismissed.

The landlord in this application is seeking a monetary order for unpaid rent in the amount of \$2950.00.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for compensation for unpaid rent and are entitled to a monetary order.

I find that the landlord has established a claim for \$2950.00 in unpaid rent.

As the landlord did not provide the tenants with a receipt for rent payments received and have reinstated the tenancy, the landlords are not entitled to an order of possession for unpaid rent and that portion of their application is hereby dismissed.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2950.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I hereby grant the landlord a monetary order for **\$3000.00**.

A monetary order in the amount of **\$3000.00** has been issued to the landlord and a copy of it must be served on the tenants. If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: June 6, 2011.

Residential Tenancy Branch