

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on or about April 1, 2000. Rent in the amount of \$874.00 is payable in advance on the first day of each month. The matter before me is the result of a Dispute Resolution Hearing that was held on June 1, 2011 before another Dispute Resolution Officer. At that hearing the Dispute Resolution Officer decided that the landlords One Month Notice to End Tenancy for Cause was valid and that the tenancy was terminated. For today's hearing the landlord is seeking an Order of Possession.

Both parties agree that the tenant paid his rent in full on June 3, 2011, no receipt was given to the tenant, the landlord filed for dispute resolution on June 6, 2011 and the tenant was served personally Notice of Hearing documents in regards to today's hearing on June 8, 2011.

The tenant's advocate testified that the landlord has taken full payment of rent and never advised the tenant that the tenancy was terminated and therefore has re-instated the tenancy.

The landlord testified that the tenant refused to pay the onsite manager and paid the rent by direct deposit to the property management company's bank, the landlord has

never agreed that the tenancy was re-instated and is still seeking an order of possession.

Analysis

I accept the landlord's testimony. The tenant paid the rent on Friday June 3, 2011; the landlord filed for dispute resolution on Monday June 6, 2011 and served the tenant with the Notice of Dispute Resolution Hearing documents personally on June 8, 2011. The landlord acted quickly and appropriately under the circumstances and followed the guidelines set out in the Residential Tenancy Act. I find that at no time did the landlord agree to re-instate the tenancy nor give the impression of a re-instated tenancy. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$50.00 from the security deposit in satisfaction of the claim.

Conclusion

The landlord is granted an order of possession and can retain \$50.00 from the security deposit.

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 27, 2011.

Residential Tenancy Branch