



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on August 1, 2010. Rent in the amount of \$795.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$400.00 and on August 19, 2010, the Landlord collected a pet deposit from the Tenant in the amount of

\$397.50. On November 2, 2011, the Tenant paid the rent but the amount of \$165.00 was in arrears from previous months. On November 22, 2011 the Landlord personally served the Tenant with a notice to end tenancy for non-payment of rent but in error listed the rental arrears \$425.00. On November 29, 2011, the Tenant paid the amount of \$200.00 and the Landlord accepted this rent, did not issue a receipt and did not notify the Tenant that this money was being accepted for “use and occupancy only”.

### Analysis

Accepting the evidence that the Landlord accepted the rental arrears and did not issue a receipt for “use and occupancy only”, I find that the Landlord reinstated the tenancy and I therefore dismiss the application of the Landlord.

### Conclusion

The Landlord's application is dismissed.

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: January 16, 2012.

---

Residential Tenancy Branch