



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, 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, money owed or compensation due to damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began July 1, 2011 with monthly rent of \$1000.00 and the tenant paid a security deposit of \$500.00 and a pet damage deposit of \$200.00.

On January 4, 2012 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent, the tenant has not filed to dispute this notice.

The landlord testified that the tenant has still not paid all of the rent due and that there is currently an outstanding balance of \$430.00 owed to the landlord. The landlord did not know if the tenant had been provided with a receipt stating *'for use and occupancy only, does not reinstate tenancy'* when the tenant made a rent payment of \$570.00 on January 17, 2012.

The tenant confirmed that she had been given the notice to end tenancy and made a rent payment of \$570.00 on January 17, 2012. The tenant stated that on January 18, 2012 she had been give a receipt for the rent payment and that it only noted the date, address, amount of payment and the landlord's agent's signature.

The landlord questioned if an order of possession could be obtained for the tenant repeatedly being late for rent however the landlords have not issued the tenant a 1 month notice to end tenancy for cause.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was properly served with a notice to end tenancy for non-payment of rent and did not pay the outstanding rent within 5 days of receiving the notice or apply for dispute resolution to dispute the notice.

However as the landlord took receipt of rent monies from the tenant after issuance of the notice and did not provide the tenants with a receipt stating '*for use and occupancy only, does not reinstate tenancy*', (Residential Tenancy Fact Sheet RTB-124, Re-Instatement of Tenancies) the landlord has effectively re-instated the tenancy and must serve the tenant a new 10 day notice to end tenancy for non-payment of rent.

Therefore the landlord is entitled to a monetary order for the balance of the unpaid rent owing and is not entitled to an order of possession for the reasons stated above.

Accordingly I find that the landlord is entitled to a monetary order for \$430.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$430.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$480.00**.

If the amount is not paid by the tenant(s), 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: February 1, 2012

Residential Tenancy Branch