



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 fixed term tenancy began November 1, 2009 with monthly rent of \$836.00 and the tenant paid a security deposit of \$206.25 and a pet damage deposit of \$206.25.

On February 2, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid rent.

The landlord testified that the tenant has paid the February 2012 and March 2012 rent in full. The landlord stated that a receipt stating *'for use and occupancy, does not reinstate tenancy'* was not provided to the tenant when the February rent payments were paid.

As the rent has been paid in full the landlord no longer requires a monetary order for unpaid rent or money owed or compensation due to damage or loss and this portion of the landlord's application is hereby dismissed.

Analysis

Based on the documentary evidence and testimony 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 tenant 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 is not entitled to an order of possession for unpaid rent.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

As the landlord has not been successful in their application the landlord is not entitled to recovery of the \$50.00 filing fee.

Conclusion

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated February 2, 2012 is hereby set aside with the result that the tenancy continues uninterrupted.

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 1, 2012

Residential Tenancy Branch