



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Seegmor Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Codes: OPR, MNR

Introduction:

This was an application by the landlord for an Order for Possession and a Monetary Order for unpaid rent. Only the landlord's agent attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

At the outset the landlords testified that the tenant paid all of the outstanding rent on September 20, 2013 and accordingly the landlord was not seeking a monetary Order but only an Order for Possession. The landlord testified that the tenancy began on May 1, 2013 with rent in the amount of \$ 975.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 487.50 on April 28, 2013. The landlord testified she served the Notice to End the tenancy on September 8, 2013 by handing it to the tenant on September 8, 2013 and the dispute resolution package by handing it to a person who resided with the tenant on September 19, 2013. The landlord testified subsequently the tenant acknowledged receiving the package.

Analysis:

Pursuant to section 71(2) of the Act and the evidence of the landlord I find that the dispute package has sufficiently been served by September 19, 2013. Based on the evidence of the landlord I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent on September 8, 2013. The tenant paid all the outstanding but beyond the time permitted by the Notice and the landlord testified that she issued a receipt "for use and occupation only." The tenant has not applied for arbitration to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. As the tenant has

paid all of the rent for October, I find that the landlord is entitled to an order for possession effective at 1:00 PM on October 31, 2013 after service on the tenant.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I have dismissed all other claims by the landlord. There shall not be any recovery of the filing fee.

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: October 28, 2013

Residential Tenancy Branch

