



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlord for an Order of Possession and a Monetary Order or unpaid rent or utilities. The landlord also applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement and to recover the filing fee from the tenant.

An agent for the landlord and her assistant appeared for the hearing and testified that the Notice of Hearing documents had been served to the tenant by registered mail. The landlord’s agent provided the Canada Post tracking number as evidence for this method of service. There was no appearance for the tenant.

Section 90 of the Act states that a document served by mail is deemed to have been received on the fifth day after mailing. As a result of this, I find that the landlord served the tenant with the Notice of Hearing documents in accordance with the Act.

At the start of the hearing, the landlord's agent testified that the tenant had paid all the outstanding rent in January, 2014 and as a result, the landlord intended that the tenancy continue. As a result, the landlord’s agent withdrew all of the application only seeking a Monetary Order for the cost of filing the application.

Analysis & Conclusion

In this case, I find that the tenant had not paid rent in November, 2013. As a result, the landlord served the tenant with a notice to end tenancy for unpaid rent and the tenant failed to pay the outstanding rent in accordance with the notice. As a result, I find that the landlord needed to make the application in order to deal with the issue of the unpaid rent on November 27, 2013.

It was only after the landlord made this application, did the tenant pay the outstanding amount of rent in January, 2014. The landlord did not know at the time of making the application that the tenant would make the outstanding payment. As a result, I find that the landlord made the application in good faith intending to end the tenancy and obtain a Monetary Order for the unpaid rent, but now intends to continue the tenancy based on the payment of the outstanding rent.

As a result, I find that the landlord is entitled to the return of the filing fee for the cost of making this application pursuant to section 72(1) of the Act.

The tenant is reminded of section 26(1) of the Act which states that a tenant must pay rent when it is due under a tenancy agreement.

For the reasons set out above, I hereby grant the landlord a Monetary Order in the amount of \$50.00. This order is final and binding on the parties and may be enforced.

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 20, 2014

Residential Tenancy Branch

