



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STONECLIFF PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and utilities and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 7, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?

Background and Evidence

The Landlord’s said they purchased the Manufactured Home Park in November, 2013 and there was no written tenancy agreement with this tenancy. The Landlord said the tenancy is a month to month tenancy and rent is \$215.40.

The Landlord continued to say the Tenant did not pay his March, 2014 rent when it was due therefore the Landlord issued a 10 Day Notice to End Tenancy for unpaid rent dated March 7, 2014. The Landlord said the Tenant paid his March, 2014 rent and April, 2014 rent on April 15, 2014. The Landlord checked with his book keeper and he said no receipts were issued for those two rent payments. The Landlord said normally a receipt with “for use and occupancy only” would have been issued when payments are accepted after a Notice to End Tenancy has been issued to a Tenant.

The Landlord said the Tenant has unpaid rent for May, 2014 in the amount of \$215.40 as well.

The Landlord said he is requesting an Order of Possession for as soon as possible and a monetary order for unpaid rent.

Analysis

When a rent payment is made after the 10 day period to pay the rent on a 10 Day Notice to End Tenancy for unpaid rent a Landlord **must** indicate on the receipt that the Landlord has accepted the payment "for use and occupancy only" to avoid re-instating the tenancy. If the Landlord does not indicate "for use and occupancy only" on the receipt then by accepting the payment for rent the Landlord re-instates the tenancy. This results in the 10 Day Notice to End Tenancy for unpaid rent that was issued to be cancelled as the Landlord is deemed to have agreed to continue the tenancy by accepting the rent whether late or not.

If no receipt is issued on a payment made for late or unpaid rent then the tenancy is automatically deemed to be re-instated and any Notice to End Tenancy that was previously issued would be cancelled.

In this situation the Landlord said there was no receipt issued when the Tenant paid the March and April, 2014 rent payments on April 15, 2014; therefore the tenancy is deemed to be re-instated and the 10 Day Notice to End Tenancy for unpaid rent dated March 7, 2014 is cancelled.

As the Landlord re-instated the tenancy by accepting the rent payments I find that the 10 Day Notice to End Tenancy for unpaid rent dated March 7, 2014 is cancelled

I Order the tenancy to continue as verbally agreed to by the Landlord and the Tenant.

As the Landlord has been unsuccessful in this matter, they are ordered to bear the cost of the filing fee of \$50.00 that they have already paid.

Conclusion

The Landlord's application is dismissed due to the tenancy being re-instated by the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: May 20, 2014

Residential Tenancy Branch

