



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

The matter first convened under the Direct Request process, and the landlord was granted an order of possession and a monetary order. The tenant applied for and was granted a review hearing. I had conduct of the review hearing, which convened by teleconference on August 27, 2014.

At the outset of the review hearing, the landlord withdrew the portion of their claim regarding monetary compensation for unpaid rent.

Preliminary Issues

Tenant's Request for Adjournment

The tenant requested an adjournment on the basis that her counsel was out of town and not available to assist the tenant in the hearing. I denied the tenant's request for an adjournment, as it would be unfair to the landlord to further delay the potential end of the tenancy. I informed the tenant that I was confident she could address the landlord's application for an order of possession without counsel's assistance, and if I felt it necessary during the hearing to adjourn the matter, I would do so.

Adjournment for Submissions

I heard testimony from the landlord and the tenant, and determined it was necessary to adjourn the hearing for the tenant's submission of evidence and the landlord's written

response. Both the tenant and the landlord submitted their evidence and response on September 5, 2014, after which I proceeded to make a final determination in this matter.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on May 1, 2013. Rent in the amount of \$3,000 is payable in advance on the first day of each month. The tenant failed to pay rent on July 1, 2014 and on July 8, 2014 the landlord issued a notice to end tenancy for non-payment of rent.

The landlord stated that they served the notice to end tenancy on the tenant by registered mail sent July 8, 2014. The landlord acknowledged that they indicated the wrong city on the package. The landlord stated that the tenant's rent payment was returned for insufficient funds on July 21, 2014. The landlord stated that the tenant then paid \$2700 on July 24, 2014 and the balance of \$300 on July 27, 2014. The landlord stated that they accepted rent from the tenant for use and occupancy only.

The tenant stated that she did not receive the notice to end tenancy until July 16, 2014. She stated that on July 19, 2014 she deposited her rent in the landlord's account. She stated that she was not aware that her insurer had mistakenly taken two payments from her account, which was why her rent payment was returned. The tenant submitted a statement of her bank account activities from July 8 to 28, 2104, which shows that on July 18, 2104 the tenant's insurer withdrew a payment.

Analysis

I find that the notice to end tenancy for unpaid rent dated July 8, 2014 and the order of possession pursuant to the notice are valid.

The tenant's banking information only shows one withdrawal by the tenant's insurer. The tenant did not pay all of the outstanding rent until July 27, 2014, 11 days after she received the notice to end tenancy. The landlord accepted the rent payments for use and occupancy only, meaning that they did not reinstate the tenancy. The tenancy ended on the corrected effective date of the notice, July 26, 2014.

Conclusion

I set aside the monetary order dated July 28, 2014.

I confirm the portion of the decision requesting an order of possession and the order of possession, both dated July 28, 2014.

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: September 8, 2014

Residential Tenancy Branch

