



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Elizabeth Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR; MNR; MNSD; MNDC; FF

Introduction

This Hearing dealt with the Landlord's application for an Order of Possession and a Monetary Order for unpaid rent; for compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Landlord served the Tenant with the Notice of Hearing documents and copies of its documentary evidence on October 18, 2014, by hand-delivering the documents to the Tenant.

Issue to be Decided

Should the *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* (the Notice) issued October 2, 2014, be upheld? If so, is the Landlord entitled to a monetary award?

Background and Evidence

The parties were in agreement to the following facts:

- The Tenant did not pay rent when it was due on October 1, 2014.
- The Landlord served the Tenant with the Notice on October 2, 2014, by attaching the Notice to the Tenant's door.
- On October 15, 2014, the Tenant paid the Landlord \$950.00 cash for October's rent, late fees and for the cost of filing the Application.

The Landlord's agent DS testified that after the Tenant paid the outstanding rent, she was going to cancel the Hearing, but that the Tenant did not pay rent when it was due

on November 1, 2014. She stated that the Tenant also paid \$1,200.00 on November 25, 2014, towards November's and part of December's rent.

Analysis

I find that the Landlord accepted October's rent and that the Landlord reinstated the tenancy on October 15, 2014. Therefore, I find that the Notice is not a valid notice to end the tenancy and it is cancelled.

I also find that rent for the months of October and November, 2014, has been paid in full and that the Landlord is not entitled to a monetary order for unpaid rent for those months.

The Landlord's application for loss of revenue for the month of December, 2014, was premature and is also dismissed.

The Tenant was warned that rent must be paid when it is due and that failure to pay the balance of rent for December on December 1, 2014, is cause for the Landlord to issue another notice to end the tenancy.

Conclusion

The Landlord's application is **dismissed**. The Notice to End Tenancy issued October 2, 2014, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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: November 27, 2014

Residential Tenancy Branch

