



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. A Monetary Order for compensation – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on March 17, 2015 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on February 1, 2015. Rent of \$925.00 is payable in advance on the first day of each month. No security deposit was collected by the Landlord at the outset of the tenancy. The Tenant failed to pay rent for February and on February 24, 2015 the Landlord served a notice to end tenancy that is on an old form. The Tenant also failed to pay rent for March 2015 and on March 2, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by posting the Notice on the door. The Notice indicates that the amount of \$925.00 is unpaid. The Tenant did not make an application for dispute resolution and

paid the amount stated on the Notice on March 6, 2015. The Tenant also paid \$925.00 on April 2, 2015 and the Landlord did not provide a receipt indicating that the monies were taken for use and occupancy owing.

### Analysis

Section 52 of the Act provides that in order to be effective a landlord is required to give the tenant a notice to end tenancy on the approved form. As the form used for the notice given in February 2015 is not the approved form, I find that the notice is not effective.

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent the tenant must, within five days, pay the full amount of the arrears indicated on the Notice in which case the Notice has no effect. As the Tenant paid the full amount set out on the Notice served in March 2015 within 5 days of receiving the Notice, I find that the Notice is no longer effective. As the Landlord accepted rent for April 2015 without issuing any notice to the Tenant that the monies were not intended to reinstate the tenancy I find that the Landlord has reinstated the tenancy. I therefore dismiss the Landlord's claim for an order of possession.

I also dismiss the Landlord's claim for unpaid rent with leave to reapply. The Landlord is at liberty to serve an effective notice to end tenancy for any unpaid rent.

### Conclusion

The Landlord's claim for an order of possession is dismissed. The Landlord has leave to reapply for unpaid rent.

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: April 21, 2015

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Residential Tenancy Branch

