



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR

Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing, as the adjudicator considering the Application for Dispute resolution by Direct Request was unable to determine if the tenancy had been reinstated after the Tenant paid rent, in full, for April of 2016.

The reconvened hearing was convened to consider the Landlord's application for an Order of Possession for Unpaid Rent.

The Landlord stated that on May 06, 2015 the Notice of a Dispute Resolution Hearing and a copy of the Interim Decision, dated May 02, 2016, was sent to the Tenant at the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Has the tenancy been reinstated and, if not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Adjudicator who considered the Landlord's Application for Dispute Resolution by Direct Request concluded that:

- the Tenant was required to pay rent of \$850.00 by the first day of each month;
- on April 11, 2016 the Tenant is deemed to have received the Ten Day Notice to End Tenancy that was posted on her door on April 08, 2016;
- rent for April had not been paid, in full, by April 08, 2016; and
- the Tenant paid all of the \$850.00 in rent for April of 2016 by April 25, 2016.

The Landlord stated that the Tenant paid the outstanding portion of her rent for April of 2016 by depositing in the Landlord's bank account. She stated that the Tenant did not discuss the payment with her when the outstanding amount was paid; that the parties did not discuss whether or not the tenancy would continue if the outstanding rent was

paid; that she did nothing to suggest that the tenancy would continue if the outstanding rent was paid; and that she does not wish this tenancy to continue.

Analysis

Section 46(1) of the *Act* stipulates that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

As the Adjudicator who considered the Landlord's Application for Dispute Resolution by Direct Request has already concluded that the Tenant was required to pay rent of \$850.00 by the first day of each month; that on April 11, 2016 the Tenant is deemed to have received the Ten Day Notice to End Tenancy that was posted on her door on April 08, 2016; and that rent for April had not been paid, in full, by April 08, 2016, I am satisfied that the Landlord had the right to end the tenancy in accordance with section 46(1) of the *Act*.

As there is no evidence before me that would suggest the Landlord and the Tenant agreed to reinstate the tenancy after the Notice to End Tenancy was posted on April 08, 2016, I cannot conclude that the tenancy was reinstated when the Tenant paid rent, in full, by April 25, 2016. I therefore grant the Landlord an Order of Possession on the basis of the Ten Day Notice to End Tenancy that was posted on the Tenant's door on April 08, 2016.

Conclusion

I grant the Landlord an Order of Possession that is effective **two days after it is served upon the Tenant**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

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: June 02, 2016

Residential Tenancy Branch