



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, 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 recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by attaching it to the tenant's door on November 24, 2016 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given 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 landlord testified that the tenant still resides in the unit. The tenancy began September 11, 2016. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. The tenant failed to pay rent when due in the month of November 2016 and on November 07, 2016 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The landlord testified the tenant ultimately paid all rent owed within the same month of November 2016 and the landlord communicated they were reinstating the tenancy. The landlord claims the tenant further failed to pay rent on the payable date in the month of December 2016 and again satisfied all the rent owed by mid-month. The landlord claims that the rent for January 2017 is currently late.

Analysis

Based on the landlord's testimony I accept that the tenant was served with a notice to end tenancy for non-payment of rent and that the tenant ultimately paid all rent owed and the landlord communicated the tenancy could continue. As a result I dismiss the landlord's application based on the referenced Notice to End. The landlord is at liberty to issue a new Notice to End.

Conclusion

The landlord's application is dismissed.

This Decision is final and binding on both parties.

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: January 05, 2017

Residential Tenancy Branch