



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUPERMEN PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

Only the respondent tenant attended the hearing and gave sworn testimony. The tenant agreed they received personally the 10 Day Notice to end Tenancy dated September 7, 2017 to be effective September 17, 2017 and the Application for Dispute Resolution. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the respondent tenant attended and was given opportunity to be heard, to present evidence and to make submissions. After waiting 10 minutes for the landlord to attend the conference, the hearing continued in their absence. The tenant said his tenancy commenced about 7 years ago, a security deposit of \$200 was paid and rent is currently \$837.60 a month. He said he is on disability and when he lost his room mate, the full rent was not paid in September 2017. However, the Ministry gave him \$375 which he gave to the landlord; he got no receipt. The landlord's former manager was reluctant to take it for she thought she could not after issuing the Notice to End Tenancy. The new manager took it. The tenant agrees he owes rent and says the landlord issued him another 10 Day Notice in November. He says he has a new room mate now and can get caught up in back rent. He plans to get an agreement from the landlord to catch up with his rental payments.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

As the landlord did not attend the hearing to support their application, I dismiss their application. I note that the landlord may accept rent after issuing a Notice to End Tenancy provided they give a receipt to the tenant stating it is “for use and occupancy only and not to reinstate the tenancy”.

As the landlord did not attend and give evidence of the unpaid rent and amounts owed, I dismiss this application.

Conclusion:

I dismiss this application without leave to reapply and I find the landlord is not entitled to recover the filing fee.

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 21, 2017

Residential Tenancy Branch