



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MIRAE INVESTMENTS LTD. (CALEDONIA MHP)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR FFL

Introduction

This hearing was scheduled to address the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for: an Order of Possession for Unpaid Rent pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; and authorization to recover the filing fee for this application pursuant to section 72.

The tenant/respondent did not attend this hearing, although I left the teleconference hearing connection open until 9:41 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord/applicant attended the hearing and was given a full opportunity to be heard with respect to the landlord's application. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") on January 12, 2018 by placing the notice in the tenant's mailbox. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution ("ADR") with notice of this hearing date by registered mail on or about March 8, 2018. The landlord provided a Canada Post registered mail receipt to prove that he mailed his ADR to the tenant. I find, in these circumstances, that the landlord sufficiently served the tenant with the 10 Day Notice and the ADR to the tenant in accordance with section 89 and 90 of the Act.

At the outset of this hearing, the landlord advised that the tenant had paid his outstanding rent in full. The landlord testified that the tenant was provided with a receipt for his cash payment – that receipt did not indicate "for use and occupancy only" or other language to suggest to the tenant that his tenancy might still end after the payment of rent. The landlord testified that he told the tenant that he need not attend

this hearing and that the landlord would not seek a filing fee amount of \$100.00 against the tenant however the landlord was not willing to withdraw his application for an Order of Possession.

To ensure a fair dispute resolution process, it is imperative that each party is clear on the intentions of the other party. While the tenant had been sufficiently served with the 10 Day Notice and the landlord's ADR, he was subsequently informed by the landlord that he was not required to attend the hearing. The tenant did not attend this hearing because of the landlord's information and was unable to respond to any request for an Order of Possession. The tenant received evidence that would suggest to him that this matter was resolved and the dispute resolution would no longer take place.

Based on the evidence of the landlord that the tenant has paid all outstanding rent and given that the landlord advised the tenant that he doesn't need to attend this hearing, I find that the landlord's application should be dismissed in its entirety.

Conclusion

I dismiss the landlord's application in its entirety.

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: May 16, 2018

Residential Tenancy Branch