



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPR-DR, MNR-DR, FFL**

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession based on unpaid rent, to obtain monetary compensation for unpaid rent, and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlord on April 4, 2022.

The landlord submitted a copy of a Proof of Service Notice of Direct Request Proceeding form which declares that on April 14, 2022, the landlord sent the tenant the Notice of Dispute Resolution Proceeding - Direct Request by registered mail to the rental unit. The landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm they served the tenant.

Based on the written submissions and evidence of the landlord and in accordance with sections 89(1) and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on April 14, 2022 and are deemed to have been received by the tenant on April 19, 2022, the fifth day after they were mailed.

Issues to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The landlord submitted the following relevant evidentiary material:

- a copy of a residential tenancy agreement which was signed by the landlord and the tenant on February 21, 2020, indicating a monthly rent of \$320.00, due on the first day of each month for a tenancy commencing on March 1, 2020;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated November 15, 2021, for \$1,938.00 in unpaid rent. The 10 Day Notice provides that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of November 29, 2021;
- a copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenant’s door at 11:50am on November 15, 2021;
- an application for rent subsidy which indicates that the monthly rent is \$1,129.00 effective October 1, 2021;
- a copy of a letter dated April 4, 2022 advising the tenant that any payments made to the landlord are “for use and occupancy only”;
- a copy of a tenant ledger dated April 4, 2022 showing rent owing and paid during the relevant period; and;
- a copy of a Direct Request Worksheet showing the rent owing and paid during the relevant period.

Analysis

I have reviewed all documentary evidence and I find that since the 10 Day Notice was issued, the tenant has made payments totaling \$2,439.00. The tenant ledger indicates that October 2021 and November 2021 rent (the outstanding rent on the 10 Day Notice) was received on January 10, 2022.

Although the tenant paid the amounts after the five days that are granted under the 10 Day Notice issued to the tenant, I find that there are no receipts for each payment

received submitted with the evidence that indicates that the landlord accepted these payments “for use and occupancy only”.

I find that the landlord reinstated the tenancy upon receiving payment for the rent owing for October 2021 and November 2021 on January 10, 2022, and also find that the 10 Day Notice dated November 15, 2021, is set aside and of no force or effect.

The landlord’s application for an Order of Possession based on the 10 Day Notice dated November 15, 2021 is dismissed without leave to reapply.

The landlord’s application for a Monetary Order for unpaid rent is dismissed with leave to reapply.

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the landlord’s application for an Order of Possession based on the 10 Day Notice dated November 15, 2021 without leave to reapply.

I dismiss the landlord’s application for a Monetary Order for unpaid rent with leave to reapply.

I dismiss the landlord’s application to recover the filing fee paid for this application without leave to reapply.

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 12, 2022

Residential Tenancy Branch