



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, OPR, MNR, MND, 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 retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full 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 tenancy began on April 1, 2011. Rent in the amount of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$350.00. The Tenant failed to pay rent for the month of November 2011 and on November 9, 2011 the

Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the notice on the door. ON November 28, 2011, the Landlord collected the amount of \$800.00 from the Tenant for the rental arrears. A receipt was issued without noting the acceptance of the money for use and occupancy only. The Landlord states that a deal was made with the Tenant to obtain future payment for rent but the Landlord requests an Order of Possession in case the agreement is not upheld.

Analysis

Based on the Landlord's evidence I find that the Tenant paid more than the rent owed and claimed in the application. I further find that by not informing the Tenant that the rent was being taken for "use and occupancy only", the tenancy has been reinstated. As the tenancy has been reinstated, I dismiss the application.

Conclusion

The tenancy has been reinstated and the application is dismissed.

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: December 08, 2011.

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Residential Tenancy Branch