



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNDC, MNR, MNSD, OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the 10-Day Notice to End Tenancy, a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim, and an order for compensation for damage. An agent appeared for the landlord, while no one appeared for the tenant. The landlord's agent gave affirmed testimony.

The landlord's agent stated that the Notice to End Tenancy was posted on the tenant's door on August 2, 2008, and that the hearing package was posted on the tenant's door on August 15, 2008. The landlord's agent provided no copies of the 10-Day Notice to End Tenancy. Neither was any other documentation submitted into evidence to confirm service of the 10-Day Notice to End Tenancy or the hearing package.

Issue(s) to be Decided

The landlord is seeking an Order of Possession and a monetary order claiming \$2,000.00.

The issues to be determined based on the testimony and the evidence are:

- Whether the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy and

- Whether the landlord is entitled to monetary compensation for rental arrears and for damage to the rental property.

Background and Evidence

The landlord's agent testified that the tenancy began on or around January 1, 2008. He also testified that the tenant was obligated to pay rent in the amount of \$625.00 in advance on the first day of each month, and that a security deposit was paid at the beginning of the tenancy in the amount of \$325.00. The landlord's agent further testified that the tenant did not pay rent for the month of August 2008, and that the tenant damaged the door of the rental unit by using a crowbar to gain entry on an occasion when the door was locked. The landlord's agent testified that costs for repair of the door had not presently been incurred and had only been estimated. The landlord's agent did not provide a copy of the 10-Day Notice to End Tenancy which he stated was served on August 2, 2008 by posting on the tenant's door. The landlord's agent also testified that the hearing package was served by posting on the tenant's door on August 15, 2008, but provided no evidence to support this claim. The landlord's agent testified that the tenant has not responded to any communication.

I have considered all the evidence provided.

Analysis

As the landlord has not provided a copy of the 10-Day Notice to End Tenancy on which he relies, I am unable to determine its validity. Neither has the landlord provided adequate evidence to support the assertion that the tenant was served with the hearing package. I also find that the landlord has not presently incurred any costs associated with repair to the door of the rental unit. Further, I find that the application for dispute resolution specific to the monetary claim made by the landlord was not served in accordance with Section 89 of the *Residential Tenancy Act*, which speaks to special rules for certain documents.

Conclusion

The Notice to End Tenancy is hereby cancelled, with the effect that the tenancy continues. I also find that the landlord is not entitled to an order for costs.

In the result, the landlord's application is dismissed with leave to re-apply.

September 12, 2008