



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision and Reasons

Dispute Codes:

FF

MNR

MNSD

OPR

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the "Act") to hear this matter and decide the issues.

I reviewed the evidence provided by the parties prior to the Hearing. Both parties gave affirmed testimony at the Hearing and the Hearing proceeded on its merits.

Introduction

This is the Landlord's application for an Order of Possession for Unpaid Rent; a Monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the application.

Preliminary Matter

Originally, this Hearing was scheduled for 1:30 p.m. on May 26, 2009. At the onset of the Hearing the Tenant requested an adjournment because her father's funeral was taking place that afternoon. The Landlord initially objected to an adjournment, but

indicated he was not sufficiently prepared to proceed. Therefore, the Hearing was adjourned to May 29, 2009, at 9:00 a.m., via teleconference.

Background and Evidence

The Landlord is applying for an Order of Possession for Unpaid Rent and a Monetary Order in the amount of \$870.00 for unpaid rent. The Landlord did not provide a copy of the 10 Day Notice to End Tenancy for Unpaid Rent. Instead, the Landlord provided a copy of a 2 Month Notice to End Tenancy for Landlord's Use. The Landlord testified that he served the Tenant with the 2 Month Notice to End Tenancy on March 22, 2009.

The Tenant asked for compensation for damages under Section 51(1) of the Act, together with compensation for loss of heat and cable in the rental unit, moving expenses and emotional distress. The Tenant requested that the Landlord return her security deposit in full.

Analysis

The Landlord has issued two separate Notices, as follows:

- 1) a 10 Day Notice to End Tenancy for Unpaid Rent, served April 8, 2009; and
- 2) a 2 Month Notice to End Tenancy for Landlord's Use, served March 22, 2009.

The Application for Dispute Resolution clearly indicates that the Applicant/Landlord must provide a copy of the Notice to End Tenancy relating to the dispute to the Residential Tenancy Branch. The Landlord indicated on his Application that the Notice to End Tenancy referred to in his application was the (10 Day) Notice to End Tenancy served on April 8, 2008.

The Notice to End Tenancy that was provided to the Residential Tenancy Branch was issued on March 22, 2009, for Landlord's Use, and the Landlord testified that he served

the Tenant with the Notice on March 22, 2009. This is clearly a different Notice to End Tenancy from the Notice on which the Landlord initially applied for Dispute Resolution.

It is the Applicant's responsibility to provide the Residential Tenancy Branch, and the Respondent, with copies of evidence on which he will rely at the Hearing, prior to the Hearing.

The Landlord failed to provide the Residential Tenancy Branch with a copy of the 10 Day Notice to End Tenancy. The Landlord did not provide any evidence to the file, other than a copy of the 2 Month Notice to End Tenancy for Landlord's Use. Therefore, I dismiss the Landlord's claim without leave to re-apply.

The Tenant requested relief in the form of a Monetary Order, however, this is not the Tenant's Application and I make no order with respect to the Tenant's request. The Tenant is at liberty to file her own Application, should she choose to do so.

Conclusion

The Landlord's application is dismissed without leave to reapply.

June 3, 2009
