



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

OPR, MNR

### **Introduction**

This Hearing was scheduled to hear the Landlord's application for an Order of Possession and a Monetary Order for unpaid rent.

This application was scheduled to be heard via teleconference on January 25, 2011, at 10:30 a.m. The Tenant signed into the conference at 10:30 a.m. and was ready to proceed. The Landlord signed into the Hearing at 10:37 a.m.

Both parties gave affirmed testimony at the Hearing.

### **Preliminary Matters**

The parties agreed that there is a written tenancy agreement in place. The Landlord did not provide a copy of the tenancy agreement in evidence. I began to confirm the particulars of the tenancy with both of the parties. The Landlord testified that monthly rent is \$1,400.00. The Tenant testified that the tenancy agreement states that monthly rent for the house is \$400.00; for parking trucks is \$400.00; for parking bulldozer is \$300.00; and for parking excavator is \$300.00 per month.

Both parties were referring to the tenancy agreement, which I did not have. At 10:41 a.m., I allowed the Landlord 10 minutes to fax the tenancy agreement to me. The Tenant was placed on hold until the Landlord had faxed the agreement and signed back into the Hearing.

At 10:56 a.m., the Landlord had not yet faxed in a copy of the tenancy agreement or signed back into the teleconference. I removed the Tenant from hold and concluded the Hearing. The Landlord's application was dismissed without leave to re-apply.

**Conclusion**

The Landlord's application is dismissed without leave to re-apply.

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: January 25, 2011.

---