



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The Landlord gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

The Tenants did not appear and there was no proof of service or clear testimony of the Tenants being served with the Notice of Hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and for a Monetary Order?

Background and Evidence

The Landlord provided affirmed testimony that the Tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), however the Landlord could not provide evidence or testimony as to the date the Notice was served or the effective move out date listed on the Notice or any other details about the Notice.

Further the Landlord could not provide the date the Notice of Hearing was served on the Tenants.

The Landlord did not supply any evidence, such as a copy of a tenancy agreement, a copy of the Notice to Tenancy or proof of service of the application for dispute resolution in support of her Notice to End Tenancy. The Landlord also did not bring any evidence to the conference call hearing as she testified she was at work.

Analysis

Based on the foregoing testimony and insufficient evidence, and on a balance of probabilities, I find as follows:

The Landlord had insufficient evidence to show the Tenants were issued a valid 10 Day Notice to End Tenancy.

The Landlord had insufficient evidence to prove the existence of a tenancy agreement.

The Landlord had insufficient evidence to prove the Tenants were served notice of the hearing.

Conclusion

Based on the above, I find that I cannot allow the Landlord's Application for Dispute Resolution, and **I order that it be dismissed without leave to reapply.**

The Landlord was advised that she is at liberty to issue another Notice to End Tenancy and file an Application for Dispute Resolution.

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: February 03, 2011.

Residential Tenancy Branch