



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent, a Monetary Order for unpaid rent, to keep the security deposit, and to recover the cost of the filing fee from the Tenant for this application.

The Landlord testified that service of the hearing documents was done in accordance with section 89 of the *Act*, served personally by the Landlord to the Tenant on February 14, 2011 in the presence of a witness. I accept that the Tenant was sufficient served notice of today's teleconference hearing.

### Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation, or tenancy agreement?
2. If so, has the Landlord met the burden of proof to obtain an Order of Possession and a Monetary Order as a result of that breach?

### Background and Evidence

The Landlord stated he served the Tenant with "one page" of a 10 Day Notice to End Tenancy for unpaid rent on February 4, 2011; however, he did not submit a copy of the Notice into evidence.

### Analysis

The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Landlord.

The 10 Day Notice to End Tenancy document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Landlord's

claim, in particular when he is asking to have this tenancy cancelled, obtain an Order of Possession and obtain a Monetary Order as a result of serving this Notice.

The responsibility of proving a claim is on the person making the claim. As the Landlord failed to provide a copy of the Notice, I am unable to determine if this Notice was issued and served to the Tenant in accordance with the Act. Therefore, I find the Landlord has provided insufficient evidence to prove his claim, and the claim is hereby dismissed without leave to reapply.

The 10 Day Notice to End Tenancy is not cancelled as I have not determined the validity of the Notice.

### Conclusion

I HEREBY DISMISS the Landlord's claim, without leave to reapply.

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 23, 2011.

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Residential Tenancy Branch