



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

### Dispute Codes:

OPC, FF

### Introduction

The hearing was scheduled in response to the an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Cause and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for Cause and to recover the fee for filing the Application for Dispute Resolution, pursuant to sections 55 and 72 of the *Act*.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on October 01, 2010.

The Landlord stated that he personally served the female Tenant with a One Month Notice to End Tenancy for Cause on February 14, 2011. He stated that he showed the Notice to End Tenancy to someone at the Residential Tenancy Branch when he filed his Application for Dispute Resolution, however he did not leave a copy with the Residential Tenancy Branch. He stated that he served a second copy of the Notice to End Tenancy to the female Tenant when he served her with copies of the Application for Dispute Resolution and Notice of Hearing.

The Tenant stated that she was not served with a One Month Notice to End Tenancy on February 14, 2011. She acknowledged receipt of the Application for Dispute Resolution and Notice of Hearing, however she stated that she was not served with a One Month Notice to End Tenancy at that time. She stated that she has never been served with a One Month Notice to End Tenancy by the Landlord.

After being advised that I was not inclined to grant an Order of Possession to the Landlord, the parties mutually agreed to end this tenancy on March 31, 2011.

### Analysis

Section 47(1) of the Act stipulates that a Landlord may end a tenancy for specified reasons by giving a notice to end the tenancy.

I find that the Landlord has submitted insufficient evidence to establish that he served the Tenant with a One Month Notice to End Tenancy for Cause. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's claim that the One Month Notice to End Tenancy was served or that refutes the Tenant's claim that it was never served. As the Landlord has failed to prove service of the One Month Notice to End Tenancy, I dismiss the Landlord's application for an Order of Possession.

### Conclusion

I find that this tenancy will end at 1:00 p.m. on March 31, 2011, by mutual consent.

I find that the Landlord's Application for Dispute Resolution has been without merit, and I dismiss his application to recover the cost of filing this Application.

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: March 17, 2011.

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Residential Tenancy Branch