



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MND, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession pursuant to a Notice to End Tenancy for Cause - Section 55;
2. A Monetary Order for unpaid rent /damage to the unit- Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord did not file a copy of a Notice to End Tenancy for Cause (the “Notice”). The Notice received and filed by the Tenant as evidence was dated May 17, 2011, was not in the prescribed form and contained numerous reasons for cause, including the Landlord’s use of the unit. The Landlord stated that a different notice to end tenancy was obtained from the Residential Tenancy Branch and was served to the Tenant on June 6, 2011 but that the Landlord did not have a copy of this notice and was unable to provide the details of this notice at the Hearing. The Tenant stated that she did receive another notice from the Landlord on June 6, 2011 but did not have a copy of this notice and could not provide details of the reasons for ending the tenancy. The Landlord requested an adjournment in order to provide a copy of the prescribed notice. The Tenant objected to an adjournment as she had attended the hearing prepared to

respond to the claim, was busy packing to move out of the unit by July 1, 2011 and could not take more time off work.

As the reason for the adjournment was to provide evidence of a properly served and prescribed notice to end the tenancy and accepting the Tenant's evidence that she was vacating the unit, I found that the purpose of the adjournment would not contribute to the resolution of the dispute. Further, this is the Landlord's claim, the Landlord had sufficient opportunity to provide evidence in advance of the Hearing and the Landlord neglected to provide the materials necessary to support the claim being made. Accordingly, the adjournment is refused and the application is dismissed.

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: June 28, 2011.

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Residential Tenancy Branch