



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order.

The landlord appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in documentary form, and make submissions to me.

The landlord testified that he delivered the Application and Notice of Hearing documents to the tenants by posting on the door of the rental unit on June 26, 2011. The tenants did not appear.

As a preliminary issue, the landlord stated that the tenants have vacated the rental unit and that he no longer required an order of possession. As a result, I have amended his application to exclude a request for an order of possession and dealt only with a request for a monetary order.

### Issue(s) to be Decided

Have the tenants breached the *Residential Tenancy Act* (the "Act") or tenancy agreement, entitling the landlord to a monetary order for unpaid rent?

### Background and Evidence

This tenancy began on March 1, 2011, monthly rent is \$780.00 and the landlord stated that he believed the tenants paid a security deposit in the amount of \$390.00.

The landlord gave affirmed testimony and supplied evidence that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on June 10, 2011, via posting on the door. The Notice stated the amount of unpaid rent was \$780.00 as of June 1, 2011.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice. The landlord provided evidence and gave affirmed testimony that the tenants failed to pay the amount listed on the Notice, vacated the rental unit without notice and subsequent to their departure, he believed they broke in and damaged the rental unit.

I note that the landlord submitted only the 1<sup>st</sup> page of the 2 page Notice and that no tenancy agreement was entered into evidence.

### Analysis

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

Section 89 (1) (a) and (c) of the *Act* states that service of a copy of the application for dispute resolution must be delivered to the tenant by leaving a copy with the person or by registered mail.

The Act and principles of natural justice require that the tenant/respondent be informed of the nature of the claim and the monetary amount sought against them.

This is one of the many purposes of the Application for Dispute Resolution and the Notice of Hearing. Without confirmation of being served, the tenant/respondent would easily have any Decision or Order made against them overturned upon Review.

I also find the landlord submitted insufficient evidence to substantiate that he served the tenants with the complete two page Notice.

Therefore, on a balance of probabilities, I find the tenants have not been served with the Notice of Hearing and Application for Dispute Resolution under Section 89 (1) (a) and (c). I further find that the landlord submitted insufficient evidence to establish that the tenants were served a complete Notice.

Due to the above, I **dismiss** the landlord's Application for a Monetary Order for unpaid rent, **with leave to reapply**.

Conclusion

The landlord's Application for a Monetary Order is dismissed with 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: July 19, 2011.

---

Residential Tenancy Branch