



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, FF

This hearing dealt with an Application for Dispute Resolution by the landlord seeking to enforce a 1 Month Notice to End Tenancy for Cause, for a monetary order for unpaid rent and for damages to the rental unit and to recover the filing fee.

The landlord testified that she served the tenant with the Application for Dispute Resolution and Notice of Hearing by posting on the door on June 23, 2011; however, the tenant did not appear. The landlord demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenant's absence.

Preliminary Issues

The landlord was questioned about the submission of a partial copy of the 1 Month Notice to End Tenancy. The copy submitted by the landlord contained just the first page of a two page Notice. Further, the landlord testified that she served the tenant with Notices to End Tenancy for Unpaid Rent; however she did not submit any copies of these Notices or a copy of the tenancy agreement.

Issue(s) to be Decided

Has the landlord established an entitlement to an Order of Possession and a monetary order?

Background and Evidence

The subject of this dispute is a 1 *Month Notice to End Tenancy for Cause* as well as 10 *Day Notices to End Tenancy for Unpaid Rent*.

The 2nd page of the 1 Month Notice or the 10 Day Notices were not submitted into evidence by the landlord.

Analysis

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

The purpose of serving documents under the Residential Tenancy Act (the “Act”) is to notify the person being served of their breach and notification of their rights under the Act in response. The landlord is seeking to end the tenancy due to this breach and has the burden to prove the reason indicated on the Notice.

A Notice to End Tenancy can only be enforced if it complies with the requirements of section 52 of the Act. Without a copy of the Notice to End Tenancy that the landlord served on the tenant, I cannot conclude that the Notice is effective and therefore enforceable.

I therefore find that the landlord provided insufficient evidence to show the tenant was issued a valid 1 Month Notice to End Tenancy or a 10 Day Notice to End Tenancy.

I further find that the landlord has submitted insufficient evidence to support her application for a monetary order, and I **dismiss** the application in its entirety, **with leave to reapply**.

Conclusion

I HEREBY DISMISS the landlord’s application, with 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: July 19, 2011.

Residential Tenancy Branch