



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 20, 2012, the tenant did not participate in the conference call hearing.

During the hearing the landlord requested two amendments to his application; he asked to reduce his claim to \$25,000 and have a monetary claim added, and he asked to have a second occupant's name added as a respondent. I declined both amendments, on the basis that no respondent attended the teleconference hearing and I would not amend the application without hearing from the tenant on the requested amendments.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began in 2009, with monthly rent in the amount of \$2500 payable in advance on the first day of each month. Shortly after the tenancy began the tenant began making only partial payments of rent, and then rent payments stopped entirely.

On March 1, 2012 the landlord served the tenant a notice to end tenancy for unpaid rent. The notice indicates that as of March 1, 2012 the tenant owed \$45,780 in unpaid rent. The notice does not clearly indicate the name of the landlords and does not identify the rental unit at all. The landlord only submitted the first page of the notice to end tenancy, but testified that he served both pages of the notice. The landlord did not provide any ledger or other evidence to clearly explain the total amount of unpaid rent.

Analysis

I find that the notice to end tenancy is not valid. A notice to end tenancy must identify all material information, including the rental unit and the name of the landlord. Moreover, the amount of unpaid rent must be correct. The landlord provided no supporting evidence in this case to establish the amount of unpaid rent. If the amount claimed included the rent due on March 1, 2012, the landlord could not serve the notice until March 2, 2012 at the earliest. I therefore cancel the notice to end tenancy.

I note that it is open to the landlord to serve the tenants a new notice to end tenancy for unpaid rent.

As the landlord's application was not successful, he is not entitled to recovery of his filing fee for the cost of his application.

Conclusion

The landlord's 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: April 5, 2012.

Residential Tenancy Branch