



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit based upon unpaid rent, a monetary order for unpaid rent, for authority to retain the tenant's security deposit and for recovery of the filing fee.

The landlord testified that she served the tenant with the application for dispute resolution and notice of hearing by personal delivery on or about May 22, 2012. The landlord successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit, a monetary order for unpaid rent, authority to retain the tenant's security deposit and to recover the filing fee?

Background and Evidence

The landlord stated that there was a written tenancy agreement, but failed to submit a copy of that document.

The landlord sought enforcement of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), but did not submit that document into evidence. I further note that the landlord provided no accounting records showing payments by the tenant or other documentary evidence in support of their claim that the tenant was deficient in rent.

The landlord had no evidentiary submissions.

Analysis

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

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within 10 days if appropriate notice is given to the tenant.

A Notice to End Tenancy can only be enforced if it complies with the requirements of section 52 of the *Act*. Without reviewing 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 had insufficient evidence to show the tenant was issued a valid 10 Day Notice to End Tenancy for Unpaid Rent complying with the Residential Tenancy Act.

I also could not determine that the tenant was obligated to pay monthly rent as the landlord failed to provide sufficient evidence of a tenancy agreement or previous payments made by the tenant.

Conclusion

Therefore, due to the landlord's insufficient evidence, 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: June 12, 2012.

Residential Tenancy Branch