



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR MNR MNSD MNDC MND FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent and a Monetary Order for: unpaid rent, to keep the security and or pet deposit, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, for damage to the unit, and to recover the cost of the filing fee from the Tenant for this application.

### Issue(s) to be Decided

1. Has the Landlord served the Tenant Notice of this proceeding in accordance with the Act?
2. Has a valid 10 Day Notice been issued and served upon the Tenant?

### Background and Evidence

The Landlord signed into the teleconference six minutes after the start of the hearing. He stated that he served the Tenant notice of this proceeding on July 10, 2012 in person. No one signed into the teleconference hearing on behalf of the Tenant.

I noted that the hearing documents were provided to the Landlord on July 3, 2012 and that the Act required him to serve the documents within 3 days. The Landlord affirmed that he did serve the Tenant within 3 days of receipts of the hearing documents.

The Landlord confirmed that he did not submit evidence to the *Residential Tenancy Branch* in support of his application and stated that he did not know what evidence would be required. He confirmed he entered into a written tenancy agreement with the Tenant however he could not provide testimony as to the start date as he did not have a copy of the agreement with him.

The Landlord stated that he served the Tenant a 10 Day Notice to end tenancy on June 16, 2012 in person.

### Analysis

When a landlord makes an application to obtain an Order of Possession and a Monetary Order for unpaid rent the onus lies with the landlord to meet the burden of proof to prove his claim. The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Landlord.

The Notice to End Tenancy document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Landlord's claim, in particular when he is asking to have this tenancy ended, have the Tenant evicted, and obtain a Monetary Order.

In the absence of documentary evidence to prove that a 10 Day Notice was issued and served upon the Tenant in accordance with the Act, I find there to be insufficient evidence to support the Landlord's application.

No findings of fact or law have been made pertaining to the 10 Day Notice; therefore, I dismiss the claim leave to reapply.

I have included with my decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the parties to familiarize themselves with their rights and responsibilities as set forth under the *Residential Tenancy Act*.

### Conclusion

I HEREBY DISMISS the Landlord's application, with leave to reapply.

No findings of fact or law have been made pertaining to the 10 Day Notice to end tenancy served June 16, 2012, and this Notice is not cancelled.

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 24, 2012.

---

Residential Tenancy Branch