

## **DECISION**

### **Dispute Codes**

OPR, MNR, MNSD, FF

### **Introduction**

This Hearing dealt with the Landlord's Application for Dispute Resolution seeking to end the tenancy and obtain an Order of Possession; for a Monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony. The Tenant did not sign into the teleconference, which remained open for 10 minutes.

The Landlord's agent testified that she mailed the Tenant with the Notice of Hearing and Application for Dispute Resolution, by registered mail sent November 16, 2012. The Landlord's agent could not locate the registered mail receipt in order to provide the tracking information. The Landlord submitted no documentary or oral evidence to prove service, such as the registered mail receipt or tracking numbers.

It is important to note that the Landlord did not submit in evidence a copy of the Notice to End Tenancy that the Landlord seeks to uphold.

The Landlord's agent stated that there is a written tenancy agreement, but the Landlord did not provide a copy of the tenancy agreement in evidence.

The responsibility of proving a claim is on the person making the claim. I explained to the Landlord's agent that without a copy of the Notice to End Tenancy, I could not determine whether it met the requirements of Section 52 of the Act, which states:

### **Form and content of notice to end tenancy**

**52 In order to be effective**, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

(emphasis added)

I cautioned the Landlord's agent that evidence to support a party's position is important and must be given to the other party and to the Residential Tenancy Branch before the Hearing, in accordance with the service provisions of the Act and the Residential Tenancy Branch Rules of Procedure.

The Tenant did not sign into the teleconference and I find that the Landlord provided insufficient evidence to prove service of the Notice of Hearing documents upon the Tenant.

Therefore, I dismiss the Landlord's application **with leave to reapply**.

### **Conclusion**

The Landlord's application is dismissed **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: December 13, 2012.

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Residential Tenancy Branch