



# 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 dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on December 30, 2012 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified that he provided his evidence, including a copy of a 10 Day Notice to End Tenancy for Unpaid Rent, to the Residential Tenancy Branch (RTB) two days after he filed his Application for Dispute Resolution. The RTB has no record of receiving any evidence being provided by the landlord.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began as a month to month tenancy beginning on September 1, 2012 for the monthly rent of \$2,800.00 due on the 1<sup>st</sup> of each month and a security deposit of \$1,400.00 was paid.

The landlord also testified that on December 17, 2011 he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent with an effective vacancy date of December 27, 2012 due to \$1,400.00 in unpaid rent.

The landlord testified the tenant failed to pay the full rent owed for the months of December 2012 and January 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent.

### Analysis

Section 52 of the *Act* stipulates that for a notice to end tenancy is issued by the landlord to be effective the notice must be in writing; be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice; state the grounds for ending the tenancy and by in the approved form.

While I accept the landlord's undisputed testimony that the tenant has failed to pay the full rent for the month of December 2012 or any rent for the month of January 2013, in the absence of a copy of the 10 Day Notice to End Tenancy for Unpaid Rent I cannot determine if the Notice complies with the Section 52 requirements of form and content.

As I cannot determine if the Notice issued by the landlord is a valid notice I dismiss this portion of the landlord's Application.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,250.00** comprised of \$4,200.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,850.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: January 25, 2013

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Residential Tenancy Branch

