



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, FF

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for damage to the unit, site or property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served.

The Landlord clarified at the beginning of the hearing that this application when filed was only for unpaid rent of \$650.00 for January 2013.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?  
Is the Landlord entitled to a monetary order?

### Background, Evidence and Analysis

Both parties state that the monthly rent is \$650.00 and that a security deposit of \$325.00 was paid. As well the Landlord states that the Tenant's roommate was issued a refund of \$162.50 when he vacated the rental unit.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent on January 10, 2013 in person at the rental unit. The Tenant disputes this stating that he was in the hospital and could not have received it. The Landlord states that the Tenant signed and initialed a copy of the notice for the Landlord. The Tenant disputes this. Neither party has submitted a copy of the notice. The Tenant has stated in his direct testimony that he did pay the rent in cash to the

Landlord for January, but has failed to pay rent for February. The Tenant states that he could pay the February rent, but would wait for the outcome of this hearing.

I find on a balance of probabilities that the Landlord has failed to provide sufficient evidence to satisfy me that the Tenant was properly served with the 10 day notice to end tenancy. The Landlord has submitted no proof of service of the 10 day notice to end tenancy issued for unpaid rent. The Landlord did not provide any details of the notice other than to state that the unpaid rent for January 2013 was \$650.00. The notice dated January 10, 2013 is set aside and the Landlord's application is dismissed. The Tenancy shall continue.

### Conclusion

The Landlord's Application for an order of possession and a monetary claim are 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: February 28, 2013

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Residential Tenancy Branch

