



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OPR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and unpaid rent, an order of possession for the rental unit due to unpaid rent, for authority to retain the tenants' security deposit and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

Preliminary issue-

At the outset of the hearing I inquired of the landlord as to whether or not the landlord had filed any evidence in support of her application for dispute resolution as there was no evidence in the hearing file.

The landlord said that she brought her original copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") to the Residential Tenancy Branch ("RTB") office in which she filed her application for dispute resolution and that they retained it for her file.

Due to the statement of the landlord, I searched the system for the landlord's evidence and none was found; however there was a note in the file made by the intake information officer that the landlord indicated the Notice "will be provided."

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, a monetary order and to recover the filing fee?

Has the landlord submitted sufficient evidence to support her application for dispute resolution?

Background and Evidence

The landlord is seeking an order of possession for the rental unit due to unpaid rent pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent issued in accordance with section 46 of the Act; however, there was no evidence from the landlord contained in the hearing file.

Additionally, the landlord is seeking monetary compensation; however the landlord failed to submit evidence supporting that claim.

Analysis and Conclusion

A Notice to End Tenancy can only be enforced if it complies with the requirements of section 52 of the Act. Without being able to review a copy of the Notice to End Tenancy that the landlord said was served on the tenant, I cannot conclude that the Notice is effective and therefore enforceable.

I therefore find that the landlord submitted insufficient evidence to show the tenants were issued a valid, enforceable 10 Day Notice to End Tenancy for Unpaid Rent and I therefore dismiss her application, including her request for a monetary award, 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* and is being mailed to both the applicant and the respondent.

Dated: June 25, 2013

Residential Tenancy Branch