



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Beaucoop Investments Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 16, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession for unpaid rent?
- Is the landlord entitled to a Monetary Order to recover unpaid rent?

### Background and Evidence

The landlord testifies that this tenancy started on either May 07 or May 08, 2013. Rent for this unit is \$625.00 per month and is due on the first day of each month in advance.

The landlord testifies that the tenant failed to pay rent for June, 2013 leaving an unpaid balance of \$625.00. The landlord testifies that the tenant kept saying he would pay the rent but failed to do so. On July 01, 2013 the tenant paid \$270.00 leaving an unpaid balance for July of \$355.00. The landlord testifies that he served the tenant with a 10 Day Notice to End Tenancy on July 02, 2013 by posting the notice to the tenant's door. The landlord explains that he omitted to include July's outstanding rent on that Notice. The landlord has provided the first page of the Notice in evidence.

The landlord testifies that since the landlord served the tenant with the 10 Day Notice the tenant has failed to pay any of the rent owed. The landlord seeks to amend his application to include unpaid rent for August, 2013 of \$625.00 as the tenant would be aware that rent was due on that date. The total amount of unpaid rent is now \$1,605.00.

### Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

Section 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied from the undisputed testimony before me that the tenant failed to pay rent for June of \$625.00, rent for July of \$355.00 and rent for August of \$625.00. I will allow the landlord to amend his application to include unpaid rent for August as the tenant continues to live in the rental unit and would be aware that rent was due on August 01, 2013. Consequently the landlord has been issued with a Monetary Order for \$1,605.00 pursuant to s. 67 of the *Act*.

With regard to the landlords claim for an Order of Possession; As part of the application the landlord is required to provide a copy of the two page 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities. Page two of the Notice provides information to the tenant about the reasons given for the Notice and the steps they can take to respond to the Notice.

In the documents before me the landlord has not provided page two of the Notice to End Tenancy. In order for a legal notice to be valid and enforceable it must be complete and the burden of proof falls to the landlords to show that both pages of this Notice were served to the tenant. In this case the landlord has not met the burden of proof and as a result I find that the landlord's application for an Order of Possession is denied.

I find that the landlord is entitled to be reimbursed for the \$50.00 cost of filing this application.

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,655.00** comprised of unpaid rent and the filing fee. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

The landlord's application for an Order of Possession 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: August 20, 2013

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Residential Tenancy Branch

