



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on March 01, 2013. The rental unit is a room within a house. Rent in the amount of \$350.00 is payable in advance on the first day of each month. The tenant did not pay a security deposit. The landlord testified the tenant failed to pay rent in the month of June 2013 and on June 11, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of July and August 2013. The quantum of the landlord's monetary claim is for the unpaid rent in the sum of \$1050.00. The landlord further seeks an Order of Possession. The landlord provided a *proof of service* document but has not provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent.

Analysis

Based on the landlord's testimony I accept the tenant has not paid rent; however, in the absence of a copy of the 10 Day Notice to End I find I am unable to determine if the landlord issued a valid notice to end placing the tenant on legal notice the landlord seeks to end the tenancy. As a result, I find that the landlord is **not entitled** to an Order of Possession.

None the less, based on the above facts as testified by the landlord, I find that the landlord has established a monetary claim for \$1050.00 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1100.00**.

Calculation for Monetary Order

Rental Arrears	\$1050.00
Filing Fees for the cost of this application	50.00
Total Monetary Award	\$1100.00

Conclusion

The landlord's application for an Order of Possession **is dismissed**, with leave to reapply.

I grant the landlord a Monetary Order under Section 67 of the Act for the amount of **\$1100.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 21, 2013

Residential Tenancy Branch