



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlords' agent gave the following testimony;

The tenant hasn't paid the rent and the landlord wishes to end the tenancy. The agent stated he "texted" the information in 21 days before the hearing. The agent later stated he had faxed the information in.

The tenant gave the following testimony;

The tenant stated that she did not receive any notice to end tenancy or subsequent documentation. The tenant stated that she is in the process of looking for a new place as the landlord does not provide her with heat. The tenant denies receiving a notice and stated the landlord doesn't even know how to spell her name correctly.

Analysis

Neither party submitted documentation to be considered for this hearing.

This was a highly contentious hearing. Both parties were more intent on arguing with each other than discussing the issues. Both parties were cautioned about their

behaviour and demeanour during the hearing. The parties did not accede to the cautions and continued arguing with each other.

The landlord is the applicant in this matter and bears the responsibility of proving his claim. The landlord did not provide a copy of the Ten Day Notice to End Tenancy to the tenant or the Branch. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when a tenant doesn't pay the rent. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

As there is no Notice before me and the substance and existence of that notice is in dispute, I set aside any notice issued by the landlord to the tenant up until the date the landlord filed for dispute resolution; September 9, 2013. Any Notices issued after that date will need to be dealt with in a separate hearing.

The tenancy continues uninterrupted on the original terms of the tenancy agreement.

Conclusion

The landlords' application is dismissed. The tenancy continues.

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: October 23, 2013

Residential Tenancy Branch

