



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing him to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution via ExpressPost with a signature required, the tenant did not participate 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?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenant is obligated to pay \$1,450.00 per month in rent and at the outset of the tenancy, she paid a security deposit of \$725.00.

The tenant failed to pay rent in the month of December and on December 27, the landlord personally served on her a document entitled "Proof of Service – 10 Day Notice to End Tenancy for Unpaid Rent or Utilities."

The tenant further failed to pay rent in the month of January.

Analysis

In order to end the tenancy for unpaid rent, the landlord must not serve a 2 page document entitled "10 Day Notice to End Tenancy for Unpaid Rent or Utilities" which outlines the amount of rent and/or utilities which has not been paid, the names and addresses of both parties and the date on which the tenant is expected to vacate the

unit. This notice also contains important information which will explain to the tenant her responsibilities and rights.

The document which the landlord served on the tenant on December 27 is not a form which is effective to end the tenancy; rather, it is a form which allows parties to document the means by which they have served a form. I find that the landlord has not served the tenant with a proper notice to end tenancy and therefore I am unable to grant the landlord an order of possession. His claim for an order of possession is therefore dismissed. The landlord is free to serve the correct form on the tenant should rent remain unpaid.

I accept the landlord's undisputed testimony and I find that the tenant failed to pay rent in the months of December 2013 and January 2014. I find that the landlord is entitled to receive those rent payments and I award him \$2,900.00. I further find that the landlord is entitled to recover the \$50.00 filing fee paid to bring his application and I award him \$50.00 for a total of \$2,950.00. I order the landlord to retain the \$725.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$2,225.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The claim for an order of possession is dismissed. The landlord is granted a monetary order for \$2,225.00 and will retain the security deposit.

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: January 20, 2014

Residential Tenancy Branch

