



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC

### Introduction

This was a hearing with respect to the landlord's application for an order for possession a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend. The landlord advised that the tenant has moved out of the rental unit.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award?

### Background and Evidence

The landlord stated at the hearing that the tenant was given a Notice to End Tenancy for unpaid rent on May 2, 2014. He said the notice was for \$550.00 in rent due for May. The landlord did not provide a copy of a residential tenancy agreement. Apart from a copy of a 10 day Notice to End Tenancy, the landlord provided no documentary evidence. The landlord said that the tenancy stated in April 2014; there is no written tenancy agreement and the April rent payment was made in cash. In the application for dispute resolution the landlord claimed a monetary award of \$575.00. He said this was for May rent plus a late fee. The tenant said that the rental property is a house that he rents from the owner. He testified that he sublets six rooms in the house to other occupants and lives in the house and shares common facilities with his tenants.

The landlord mentioned that the police and the owner of the property were in attendance to deal with a dispute involving the tenant. He referred to a Notice to End Tenancy for cause said to have been given to the tenant; this notice was not submitted as evidence. The landlord said that the tenant moved out at the beginning of June. He



testified that he personally served the tenant with the application for dispute resolution and Notice of Hearing on May 11, 2014.

### Analysis

In the absence of any records to establish that there was a tenancy with the respondent and in the absence of any receipts or records to document payments by the tenant including payment of a security deposit, I find that the landlord has not proven on a balance of probabilities that there was a valid and enforceable tenancy agreement between the parties and he has not satisfied me that the tenant is indebted to the landlord in the amount claimed or in any amount.

### Conclusion

The landlord's application is dismissed without 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: June 26, 2014

---

Residential Tenancy Branch



