



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRST UNITED CHURCH SOCIAL HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, OPB, MNR

### **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;

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**

This tenancy – for rental unit #207 as in the style of cause - began on May 01, 2014. The tenant previously resided in the same building in a different rental unit – #414 - under a different tenancy agreement. The tenant failed to pay all the rent owed for the *previous tenancy*; however, on July 07, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent for the current tenancy, for which the landlord testified the tenant's rent has always been satisfied and for which there is no dispute or issues respecting the payment of rent. None the less, the landlord testified they seek to end the tenant's tenancy with the landlord for cause, regardless of the rental unit – despite not having served the tenant with a 1 Month Notice to End for Cause. Effectively, it was discussed with the landlord that they filed their application

with the fatal error of attempting to end the tenancy without reasons within a Notice for Cause, and attempting to obtain a monetary order in respect to the wrong tenancy.

### **Analysis**

Based on the landlord's testimony and evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be *invalid and hereby cancelled and of no effect*. Based on all the above facts I find that the landlord is **not** entitled to an **Order of Possession**.

I also find that if the landlord has evidence to support an application for unpaid rent respecting a different rental unit previously occupied by the tenant, it is available to them to file an application in relation to the dispute with the tenant at the previous unit.

As a result of all the above, **I dismiss** the landlord's application in its entirety.

### **Conclusion**

The landlord's application **is dismissed** in its entirety.

**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: September 23, 2014

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Residential Tenancy Branch

