



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord; the tenant and her assistant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties for a 1 year fixed term tenancy beginning on August 1, 2013 that converted to a month to month tenancy on August 1, 2014 for the monthly rent of \$1,120.00 due on the 1st of each month and a security deposit of \$560.00 was paid;
- A copy of a Notice of Rent Increase dated April 11, 2014 increasing the rent to \$1,144.64 effective August 1, 2014; and
- A copy of an unsigned 10 Day Notice to End Tenancy for Unpaid Rent that was issued to three persons not named in the tenancy agreement on July 8, 2013 with an effective vacancy date of July 18, 2013 due to \$1,100.00 in unpaid rent.

The landlord submits that a 10 Day Notice to End Tenancy for Unpaid Rent naming the correct tenant was issued on July 4, 2014 with an effective vacancy date of July 17, 2014 due to unpaid rent in the amount of \$1,120.00 was issued and served on the tenant.

The tenant testified that she was no sure if she received such a notice. The tenant agreed she had received the 10 Day Notice dated July 18, 2013 that was in the landlord's evidence package but could not confirm receiving any other notice.

The parties agreed all rent owing up to the date of the hearing has been paid by the tenant.

Analysis

As the landlord has failed to provide a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued to this tenant and because the tenant cannot confirm whether or not she had received such a Notice, I find the landlord has failed to provide sufficient evidence that a valid Notice to End Tenancy was issued to this tenant.

In addition, as per the landlord's testimony I accept that all outstanding rent has been paid by the tenant.

Conclusion

Based on the above, I dismiss the landlord's Application for Dispute Resolution in its entirety.

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 16, 2014

Residential Tenancy Branch

