



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MNR, MNSD, FF, CNR, CNC, MNR, MNDC,
MNSD, ERP, RP, PSF

Introduction

There are applications filed by both parties. The landlord seeks an order of possession as a result of a notice to end tenancy issued for unpaid rent, a notice to end tenancy issued for cause, the tenant has breached an agreement with the landlord. The landlord seeks a monetary claim for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks an order to cancel the notice to end tenancy issued for unpaid rent, to cancel a notice to end tenancy issued for cause, a monetary order for the cost of emergency repairs, for money owed or compensation for damage or loss, for the return of the security deposit, an order for the landlord to make emergency repairs for health or safety concerns, an order for the landlord to make repairs to the unit, site or property, to provide services or facilities agreed upon but not provided and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend. The landlord states that he personally served the tenant with a witness on October 24, 2014 with the notice of hearing package and the submitted documentary evidence. The landlord also confirmed in his direct testimony that he was served with the tenant's amended notice of hearing package and submitted documentary evidence and is aware of the contents of the tenant's dispute.

After waiting 19 minutes past the start of the hearing time, the tenant's application for dispute was dismissed without leave to reapply as the tenant has failed to attend to put forward their claim. The landlord was present to respond to the tenant's application.

The landlord also states that he suspects that the tenants have vacated the rental unit, but is unsure. The landlord states that he has not received any notification from the tenants or the return of the rental unit keys. The landlord states that he has looked into

the rental unit through the window, but cannot tell if the tenant has abandoned the rental unit.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on April 1, 2011 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,150.00 payable on the 1st of each month and a security deposit of \$575.00 was paid on March 18, 2011.

The landlord clarified during the hearing that he has not provided copies of the 10 day notice to end tenancy issued for unpaid rent or the 1 month notice to end tenancy issued for cause.

The landlord states that the tenant has breached an agreement with the landlord that he had an excessive number of occupants as opposed to the number agreed upon on the tenancy agreement. The landlord states that the tenant is allowed a total of 5 occupants, 3 adults and 2 children (plus 1 additional child). The landlord states that he suspects that the tenant has 3 additional adult occupants, but has no proof to support this claim. The landlord only states that whenever he attends, the tenants husband is on site and that he sees the husbands car parked in the driveway.

The landlord has not provided any details for the monetary claim.

Analysis

I accept the undisputed evidence of the landlord and find on a balance of probabilities that the landlord has failed to establish his claim for an order of possession. The landlord has failed to provide copies of the two notices to end tenancy and sufficient details to support these claims. The landlord has also failed to provide sufficient evidence that the tenants breached the signed tenancy agreement. As such, the landlord's application is dismissed with leave to reapply.

The landlord's monetary claim is dismissed with leave to reapply as the landlord has failed to provide sufficient evidence that there is unpaid rent.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord's application is dismissed with 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: November 05, 2014

Residential Tenancy Branch

