



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MND, MNR, MNSD, MNDC, FF

### Introduction

This was the hearing of an application by the landlord for an order for possession, a monetary order for unpaid rent and for an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord and his representative called in and participated in the hearing. A male who stated that his name was D.G. called in and said that he was the tenant. He did not call in until almost 10 minutes after the hearing commenced.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession pursuant to a 10 day Notice to End Tenancy for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The landlord submitted a copy of a 10 day Notice to End Tenancy for unpaid rent dated October 10, 2014, but he supplied no other documents. The Notice alleged that the tenant Mr. S.M. failed to pay rent in the amount of \$620.00 that was due on October 1, 2014. In the application for dispute resolution filed on October 22, 2014 the landlord claimed payment from S.M. of the sum of \$1,560.00. The landlord did not submit a copy of a written tenancy agreement and did not provide proof that the tenant was served with the application for dispute resolution and Notice of hearing. A male called into the hearing after it commenced. He said his name was D.G. and he claimed to be the landlord's tenant. At the hearing the landlord insisted that the person who called in was in fact his tenant S.M. and he claimed to recognize the voice as being S.M. The party who called in and claimed to be the landlord's tenantsaid that the landlord signed

an intent to rent form from the provincial government so that funds could be sent to the landlord from the Ministry of Social Services on behalf of the tenant\ . He said that the form named D.G. as the tenant, but he did not submit any documentary evidence to confirm his testimony. D.G. denied that there was rent outstanding in the amount claimed by the landlord.

### Analysis

While it may be that the testimony by the supposed D.G. is a ruse and an elaborate tactic to cause the landlord to be delayed, I find that the landlord's application must be dismissed with leave to reapply. This is a proceeding brought by the landlord and he bears the burden of proving that there is a tenancy between himself and the named respondent and that he is entitled to the remedies claimed. The landlord has a statutory obligation to create a written tenancy agreement, but he did not submit any documents to show the existence of a tenancy apart from the Notice to End Tenancy. On the basis of the conflicting evidence before me I am unable to find the facts necessary to grant the landlord any of the remedies he has claimed. If the landlord submits a new application he should also submit all documents that he has in his possession that would confirm the existence of a tenancy with the named respondent; these documents would include any actual tenancy agreement, an intent to rent form from the B.C. Government, a copy of a receipt for a security deposit, receipts given for rent payments and records of rent payments received from the Government on behalf of the tenant. The landlord should also submit records and his ledgers to show what rent payments he has received and what amounts he claims are outstanding.

### Conclusion

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: December 11, 2014

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Residential Tenancy Branch

