



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord, an agent for the landlord and an advocate for the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant's advocate confirmed that the tenant had received the landlord's application and evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The landlord stated that the tenancy began six or seven months ago, and rent of \$500 is payable in advance on the first day of each month. The landlord filed their application on January 2, 2015, indicating that they had personally served the tenant with a notice to end tenancy on December 7, 2014, and as of the filing date the tenant owed \$1000. The landlord also submitted evidence including the following:

- an undated notice to end tenancy for unpaid rent indicating that \$500 of unpaid rent was outstanding but not indicating the date the rent was due and not naming any tenant. The effective date of this notice is December 7, 2014;

- a notice to end tenancy for unpaid rent that appears to be a photocopy of the first notice, but with the tenant's name added and in the space where the issuance date is to be indicated are the numerals "5" and "205";
- a Proof of Service of Notice to End Tenancy document indicating that the tenant was served a notice to end tenancy for unpaid rent by posting the notice to the rental unit door on December 7, 2014; and
- a letter dated December 30, 2014, in which the landlord is notified that a transition society will be assisting the tenant with \$450 to put toward her rent.

The landlord stated that the tenant paid \$450 of her rent on December 9, 2014.

The tenant's advocate submitted that the notice to end tenancy for unpaid rent does not make sense on its' face and should be dismissed.

Analysis

I find that the notice to end tenancy for unpaid rent is fatally flawed. It appears that the landlord may have served the tenant with a notice to end tenancy with no date of issuance, no tenant's name and no indication of what rent was unpaid, and then filled in the tenant's name and a date correlating with the date of the landlord's application. It would not be procedurally fair to grant an order of possession based on either of the notices submitted as evidence. I therefore dismiss the landlord's application for an order of possession.

I accept the evidence that the tenant has paid \$450 toward December 2014 rent and she still owes \$550 in unpaid rent for the balance of December 2014 and all of January 2015 rent. I therefore grant the landlord a monetary order for this amount.

As the landlord's application was only partially successful, I decline to grant the landlord recovery of the filing fee for the cost of their application.

Conclusion

The notice or notices to end tenancy that the landlord submitted in evidence are cancelled, with the effect that the tenancy continues until such time as it ends in accordance with the Act.

I grant the landlord a monetary order in the amount of \$550. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 26, 2015

Residential Tenancy Branch

