



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about December 1, 2013. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$350.00.

The landlord gave the following testimony:

The landlord stated that the tenant is a liar and “well accommodated with the law”. The landlord stated that he keeps promising to move out but hasn’t paid the rent for seven months. The landlord wants the tenant to move out.

The tenant gave the following testimony:

The tenant stated that he has yet to be served any documentation or notice of nonpayment of rent. The tenant stated that the landlord has been illegally entering his suite and is making arrangements to move out by the end of this month.

Analysis

This was a highly contentious hearing. The parties were more interested in arguing with each other rather than answering my questions. I had to caution the parties numerous times for their behaviour and for their outbursts. The parties continued to call each other liars throughout the hearing. The tenant stated he was willing to settle with the landlord but became upset at how the discussions were going that he exited the conference and did not call back in.

The landlord stated that she had submitted all the necessary documentation for this hearing, however the tenant stated that he had not received a notice to end tenancy or any other documentation except for the Notice of Hearing sheet. The tenant stated that he wasn't quite sure what this hearing was for. The landlord stated I was specifically to blame for the negligent behaviour of the Branch and how they misplaced the evidence. I explained to the landlord that I am only able to address and consider evidence that I have before me at the time of the hearing and have no role in the operations portion of the process. I explained this to the landlord several times however she became more agitated and upset by the end of the conference.

Section 46 says a landlord may end a tenancy by giving notice to end the tenancy for Unpaid Rent or Utilities. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is nonpayment of rent or utilities. The landlord did not submit a copy of the notice for this hearing nor provide evidence that the tenant was served

with it. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

Based on the above I must dismiss the landlords' application. Any notices issued up to the time of the landlord filing for dispute resolution on December 15, 2014 are hereby set aside.

Conclusion

The landlords' application is dismissed.

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 15, 2015

Residential Tenancy Branch

