



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was personally served with the notice of hearing package on February 5, 2015.

### 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

The landlord states that there is no signed tenancy agreement, but that monthly rent of \$850.00 is due on the 1<sup>st</sup> of each month.

The landlord states that the tenants were served with a 10 day notice to end tenancy issued for unpaid rent dated January 23, 2015. The notice states that the tenant failed to pay rent of \$875.00 that was due on January 21, 2015 and displays an effective end of tenancy date of February 2, 2015. The landlord has provided a proof of service document which states that the notice was served on January 24, 2015 by hand delivering a copy to the tenant.

The landlord stated that he had an existing monetary order from a previous hearing awarding him unpaid rent for January of \$850.00. The landlord submitted a copy of the order in evidence.

The landlord seeks an order of possession and a monetary order for unpaid rent for February 2015.

### Analysis

I find that the landlord has served the tenant with a 10 day notice to end tenancy issued for unpaid rent dated January 23, 2015 in person on January 24, 2015.

The landlord states that he already has a monetary order for January of \$850.00, but is requesting an order of possession and a monetary order for unpaid rent of \$875.00 for February 2015.

The landlord was unable to provide any details of how rent of \$875.00 was due when he served the notice on January 24, 2015 for February rent. The landlord had stated in his direct testimony that monthly rent of \$850.00 was due on the 1<sup>st</sup> of each month.

During the hearing, the landlord provided confusing and contradictory evidence.

I find that the landlord has failed to provide sufficient evidence to satisfy me that a 10 day notice to end tenancy was properly served for unpaid rent for February 2015. The landlord's application is dismissed.

### Conclusion

The landlord's application was 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: February 20, 2015

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Residential Tenancy Branch

