



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, MNDC, MND, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for an order of possession for the rental unit due to alleged cause and due to an alleged breach by the tenant of an agreement with the landlord, for a monetary order for money owed or compensation for damage or loss and alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that he served the tenant with his application for dispute resolution and notice of hearing by leaving the documents with the tenant on March 22, 2015, the delivery being witnessed by his son.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit, monetary compensation, and for recovery of the filing fee paid for this application?

Background and Evidence

The landlord confirmed that this tenancy officially began on July 1, 2014, and that monthly rent was \$920.00 in the summer and \$995.00 in the winter.

The landlord submitted that he served the tenant a 1 Month Notice to End Tenancy for Cause (the "Notice") on February 19, 2015, by leaving it with the tenant. The Notice listed an effective vacancy date of March 1, 2015. A notice to end the tenancy is not effective earlier than one month after the date the tenant receives the notice and the day before the day in the month that rent is payable under the tenancy agreement. In other words, one clear calendar month before the next rent payment is due is required in giving notice to end the tenancy. Section 53 of the Act allows the effective date of a Notice to be changed to the earliest date upon which the Notice complies with the Act; therefore, I find that the Notice effective date is changed to March 31, 2015.

The causes listed on the Notice alleged that the tenant is repeatedly late in paying rent, has allowed an unreasonable number of occupants in the rental unit, that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, has not done required repairs of damage to the rental unit and has breached a material term of the tenancy agreement which was not corrected within a reasonable time after written notice to do so.

The landlord stated that the tenant vacated the rental unit on April 1, 2015, and that he no longer required an order of possession for the rental unit.

The landlord's application also listed a monetary claim in an estimated amount of \$2500.00 for alleged damage to the rental unit. The claim was not particularized in his application, but a more specific breakdown was provided in his evidence sent in 5 days prior to the hearing.

The landlord disclosed that the extent of the damage is not known as of yet and that his costs are ongoing.

Analysis

As to the landlord's request for an order of possession for the rental unit, as the landlord confirmed he no longer requires this order, I dismiss that portion of his application.

As to the landlord's monetary claim, the landlord was informed that his monetary claim was premature when he made the application and also unrelated to the primary issue of whether or not the tenancy will be ending pursuant to a landlord's notice to end the tenancy. As a result, pursuant to section 2.3 of the Rules, I severed the landlord's application and dismissed that portion of the landlord's request for monetary compensation, with leave to reapply.

The landlord was also advised that his application requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy Act*, because the application for dispute resolution did not provide sufficient particulars of the claim for compensation, as is required by section 59(2)(b) of the *Act*. In other words, there was no specific breakdown of the claim, also as required under section 2.5 of the Rules.

I also decline to consider the landlord's request for recovery of his filing fee, as the landlord filed his application prior to the corrected effective end of tenancy date of March 31, 2015.

Conclusion

The landlord's application for an order of possession for the rental unit is dismissed, as the tenant vacated the rental unit prior to the hearing.

The portion of the landlord's application requesting monetary compensation 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: April 22, 2015

Residential Tenancy Branch

