



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 for Dispute Resolution filed by the Landlord on May 19, 2015 seeking to obtain an Order of Possession for unpaid rent or utilities and a Monetary Order for: unpaid rent or Utilities; to keep all or part of the security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Landlord who provided affirmed testimony. The Landlord testified that he personally served a copy of his application for Dispute Resolution and Notice of hearing documents to the Tenant T.F. on May 19, 2015. Based on the submissions of the Landlord I found that T.F. was sufficiently served notice of this proceeding, and I continued in his absence.

Issue(s) to be Decided

- 1) Has the Landlord regained possession of the rental unit?
- 2) Has the Landlord met the burden of proof to be awarded monetary compensation?

Background and Evidence

The Landlord testified that he communicated the terms of the tenancy with the Tenants over email. No written tenancy agreement was signed; however, the Tenants occupied the rental unit as of February 15, 2015 and agreed to pay him \$1,100.00 on the first of each month for rent. The Landlord stated that the Tenants paid him \$550.00 on February 15, 2015 as the security deposit.

The Landlord submitted that he had knowledge that the female Tenant vacated the rental unit as of April 15, 2015. When the April and May 1, 2015 rents were not paid he said he served the male Tenant a 10 Day Notice to end tenancy on May 6, 2015. The Landlord asserted that he regained possession of the rental unit when the male Tenant

vacated the unit on May 28, 2015. The Landlord stated that neither Tenant provided him with a forwarding address.

The Landlord now seeks to recover \$2,000.00 as the unpaid rent for April and May 2015. The Landlord confirmed that he did not serve the Tenants or the Residential Tenancy Branch (RTB) with documentary evidence to support his application.

Analysis

After careful consideration of the foregoing and on a balance of probabilities I find as follows:

When making a claim for monetary compensation the applicant bears the burden to prove their application. The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Landlord.

The responsibility of proving that a valid Notice to End Tenancy has been served upon the Tenants lies with the Landlord. As the Landlord failed to provide a copy of the 10 Day Notice and any other documentary evidence to support his application for monetary compensation, I find the Landlord has provided insufficient evidence to prove the merits of his application. Furthermore, the Landlord submitted contradictory testimony saying rent was payable on the first of each month in the amount of \$1,100.00 and then stating rent of \$1,000.00 was unpaid for April and May 2015. Therefore, I dismiss the Landlord's application, without leave to reapply.

Conclusion

The Landlord and not been successful in proving the merits of his application and the application is DISMISSED, without 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: July 06, 2015

Residential Tenancy Branch

