



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 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 attended the hearing and were given full opportunity to present evidence and make submissions. Neither party submitted any documentary evidence for this hearing.

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 landlord gave the following testimony:

The tenancy began on or about July 1, 2012. Rent in the amount of \$1250.00 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 \$625.00. The landlord stated the tenant has not paid any rent for three years and now owes over \$34000.00.

The tenant gave the following testimony:

The tenant stated that he disputes the landlords claim. The tenant stated he was not served the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant stated that he isn't sure what the landlord is seeking.

Analysis

When a landlord issues a notice to end tenancy under Section 46 of the Act, they bear the responsibility in providing sufficient evidence to support their claim. In the case before me neither party has supplied a copy of the Ten Day Notice to End 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 unpaid rent. Neither party could agree as to when or if the Notice was issued. The tenant is entitled to have full answer and defence of any allegation or claim made against them as is required under the Natural Laws of Justice.

As there is no Notice before me and the existence of that notice is in dispute, I set aside any notice issued by the landlord to the tenant up until the date the landlord filed for dispute resolution; July 30, 2015. Any Notices issued after that date will need to be dealt with in a separate hearing.

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: August 27, 2015

Residential Tenancy Branch

