



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, FF

Introduction

This is an application brought by the Landlord requesting an Order of Possession, a Monetary Order for \$1200.00, and requesting recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by personal service on October 8, 2015; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing pursuant to section 89 of the Residential Tenancy Act, and I therefore conducted the hearing in the respondents absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are:

Whether or not the applicant has established the right to an Order of Possession

Whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that the tenancy began on September 1, 2012 with a monthly rent of \$600.00 due on the first of each month.

The applicant further testified that on September 25, 2015 the tenant was personally served with a one month Notice to End Tenancy; however the tenant did not vacate the rental unit until November 30, 2015.

The applicant further testified that the tenant failed to pay any rent for the month of November 2015, and therefore, as of today's date, there is a total of \$600.00 in rent outstanding.

The applicant is therefore requesting an Order of Possession, as he fears the tenant may return to the rental unit, and he is requesting a Monetary Order for the outstanding rent plus his filing fee.

Analysis

Although the landlord thought he had provided the Residential Tenancy Branch with a copy of the Notice to End Tenancy, there was no copy of that notice in the information provided by the landlord.

Section 52 of the Residential Tenancy Act states:

52 In Order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

In the absence of any Notice to End Tenancy I am not willing to issue an Order of Possession, as I am unable to verify whether or not the notice complies with section 52.

It is my finding however that the landlord has shown that there is rent outstanding for the full month of November 2015.

Section 67 of the Residential Tenancy Act states:

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and Order that party to pay, compensation to the other party.

I have determined that the landlord has lost \$600.00 due to the tenant's failure to comply with the agreement to pay rent, and therefore the tenant must compensate the landlord for that amount.

Also pursuant to section 72 of the Residential Tenancy Act I allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

I have issued a Monetary Order in the amount of \$650.00.

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: December 09, 2015

Residential Tenancy Branch

