



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNDC

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;

Both parties attended the hearing and were given opportunity to present all relevant evidence and all relevant testimony in respect to the claim and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

I do not have benefit of a Tenancy Agreement or a Notice to End, or other supporting document evidence for this matter.

The parties agreed as follows. The tenancy began October 01, 2015. Rent in the amount of \$3200.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1600.00 which they retain in trust. The parties further agreed the tenants were given a 2 Month Notice to End for Landlord's Use as the residential property has been sold. The tenant testified they are vacating on the effective date of that Notice at the end of May 2016.

The landlord testified the tenant failed to pay rent in the month of February 2016 and

on February 21, 2016 they served the tenant with a notice to end tenancy for non-payment of rent by posting it to the tenant's door. The tenant further failed to pay rent in the month of March and April 2016. The landlord's monetary claim is the amount for unpaid rent which they claim as \$9600.00. The landlord testified they do not have a copy of the Notice to End. None the less, they further seek an Order of Possession as soon as possible for non-payment of rent - refusing an Order of Possession for May 31, 2016, as agreed by the tenants.

The tenant testified they have never received a Notice to End for unpaid rent. They claim they paid February and March 2016 rent but failed to pay this month's rent in the amount of \$3200.00 pending the outcome of this hearing. They claim to have receipts for February and March rent; however the landlord testified they have never issued receipts for the rent.

Analysis

I have not been provided with evidence supporting an entitlement to an Order of Possession for the landlord. This portion of the landlord's application is **dismissed** with leave to reapply.

Based on the oral testimony of the parties I find they agree the tenant has not paid the outstanding rent for April 2016 in the amount of **\$3200.00**. In this matter I find the parties established a monetary claim for the landlord in this amount.

Conclusion

I grant the landlord an Order under Section 67 of the Act for the amount of **\$3200.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 20, 2016

Residential Tenancy Branch