



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55;
- an order of possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord and the tenant, D.K. attended the hearing via conference call and provided affirmed testimony. The tenant, J.H. did not attend. Both parties agreed that the landlord served the tenant with notice of hearing package and the submitted documentary evidence via courier on July 14, 2016. The tenant confirmed receipt of the package on July 18, 2016. Neither tenants submitted any documentary evidence. The tenant stated that the other tenant, J.H. moved out prior to receiving the landlord's notice of hearing package and is no longer residing at the rental unit.

I accept the affirmed evidence of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act. The tenants are both deemed to have been properly served as per section 90 of the Act.

At the outset, the landlord stated that he was cancelling his request for a monetary order for unpaid rent. As such, no further action is required for this portion of the application.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause and/or unpaid rent?

Is the landlord entitled to a monetary order for recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background, Evidence and Analysis

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord provided affirmed testimony that the tenants were served with both the 10 Day and the 1 Month Notice(s) dated June 27, 2016. The tenant disputed the landlord's claim stating that she was only served with a 1 Month Notice dated June 27, 2016. The landlord was unable to provide sufficient details of his service regarding the 10 Day Notice dated June 27, 2016 other than to say that his wife was present. The landlord was unable to provide a date or any supporting evidence of service. I find as the tenant has disputed service of the 10 Day Notice and the landlord is unable to provide sufficient evidence of service that the landlord's application for an order of possession for unpaid rent based upon the 10 Day Notice dated June 27, 2016 is dismissed.

As both parties have confirmed that the landlord served the tenant with a 1 Month Notice dated June 27, 2016 in person on June 29, 2016.

Both parties confirmed that the 1 Month Notice sets out that the reason the notice is being given is:

The tenant has engaged in illegal activity that has, or is likely to:

Damage the landlord's property

Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant

The 1 Month Notice sets out an effective end of tenancy date of July 31, 2016.

The landlord was unable to provide sufficient details of any illegal activity by the tenants. When asked if either of the tenants had been arrested or charged with anything the landlord responded that he was not aware of any arrests or charges.

I find as the landlord was unable to provide sufficient details of any illegal activities that the landlord has failed to establish grounds for cause in the 1 Month Notice dated June 27, 2016.

Conclusion

The landlord's 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 26, 2016

---

Residential Tenancy Branch