



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for cause; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord's agent (the landlord) attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession for cause?
- Is the landlord entitled to a Monetary Order for unpaid rent or utilities?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The parties agreed that this tenancy started on October 01, 2014 for an initial term of one year. Thereafter the tenancy continued as a month to month tenancy. Rent for this unit was \$1,095.00 per month and this increased to \$1,122.00 on November 01, 2015.

The landlord testified that the tenant was served with a One Month Notice to End Tenancy for cause. The landlord was informed that they had not provided a copy of a One Month Notice in documentary evidence.

The landlord testified that currently there is no outstanding rent.

The tenant testified that she has been served three 10 Day Notices to End Tenancy but has not been served with a One Month Notice to End Tenancy. The tenant testified that there is no outstanding rent. The tenant testified that the landlord has not provided a copy of a One Month Notice to End Tenancy in the tenant's documentary evidence.

Analysis

After careful consideration of the testimony and documentary evidence before me I find as follows: The landlord testified that the tenant was served with a One Month Notice to End Tenancy for cause yet the landlord has not provided a copy of that Notice in documentary evidence to either the Arbitrator or the tenant. The tenant disputed being served a One Month Notice to End Tenancy and without evidence from the landlord such as a copy of the Notice and a proof of service document showing a one Month Notice was served upon the tenant. I must conclude that the tenant was not served a One Month Notice as stated by the landlord.

Consequently, I dismiss the landlord's application for an Order of Possession based on a One Month Notice.

With regard to the landlord's application for a Monetary Order for unpaid rent; the parties agree that at this time there is no outstanding rent. Consequently, I dismiss this section of the landlord's application. Further to this as there is no outstanding rent and

the tenancy is continuing then I dismiss the landlord's application for an Order permitting the landlord to keep the security deposit. The security deposit must be held in trust by the landlord until the tenancy is legally ended.

As the landlord's claim has no merit the landlord is not entitled to recover their filing fee of \$100.00.

Conclusion

The landlord's application is dismissed in its entirety 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: October 03, 2016

Residential Tenancy Branch