



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HFBC HOUSING FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 23 minutes. The landlord's agent, AF ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property management assistant for the landlord company named in this application and that she had authority to speak on its behalf at this hearing.

The landlord's agent confirmed that the tenant was served with the landlord's application for dispute resolution package ("Application") on October 6, 2016. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on October 11, 2016, five days after its registered mailing.

Preliminary Issue – Particulars of Landlord's Application

The landlord seeks an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 9, 2016 ("10 Day Notice") for unpaid rent of \$600.00 due on September 1, 2016. During the hearing, the landlord stated that she had accepted a rent payment from the tenant sometime in September 2016 but she could not recall the date of the payment. When I notified the landlord that the date of payment was important, since the tenant had five days to pay rent in full in order to cancel the notice, she provided conflicting and changing testimony that the rent was paid on September 1 and then it was paid on a later date.

The landlord also seeks a monetary order of \$600.00. In the “details of the dispute” box of the landlord’s Application, there is unpaid rent of \$600.00 indicated for September 2016. During the hearing, the landlord provided changing testimony that rent was paid in September but it was applied to August 2016. Yet, no reference was made to August 2016 rent in the application or the 10 Day Notice. The landlord then claimed that less than \$600.00 was owed by the tenant.

Pursuant to section 59(2)(b) of the *Act*, an application must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide a tenant with enough information to know the landlord’s case so that the tenant might defend himself.

I find that the landlord was unprepared for the hearing. The landlord claimed that a previous landlord agent had issued the notice and she had no knowledge of it. She then provided conflicting and changing testimony about rent. I found her testimony to be unclear and confusing. I provided the landlord with ample time during this hearing in order to sort through her paperwork in order to clarify her claim and provide me with clear testimony, but she failed to do so.

Accordingly, as advised to the landlord during the hearing, I dismiss the landlord’s entire Application with 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: November 23, 2016

Residential Tenancy Branch