



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR; MNR; MNDC; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession and Monetary Order for unpaid rent; to set off the security deposit against the Landlord's monetary award; and recovery of the cost of the filing fee.

The Landlord's agent signed into the Hearing, but the Tenant did not. The teleconference remained open for 45 minutes.

The Landlord's agent gave affirmed testimony at the Hearing. She testified that the Tenant was served with the Notice of Hearing documents, by registered mail sent January 21, 2017. A copy of the registered mail receipt and tracking number was provided in evidence, along with copies of various e-mails which included various unexplained links to web documents and a copy of a receipt dated January 18, 2017, for \$800.00.

I advised the Landlord's agent that I did not have a copy of any other documents, including the Notice to End Tenancy. She stated that other documents, including the Notice to End Tenancy, were faxed to the Residential Tenancy Branch's e-mail address several times in January, 2017. The Landlord's agent stated that she had run into problems with faxing documents to the Branch, but that she had confirmation that the fax, which included the Notice to End Tenancy and other documents, was received by the branch. Based on the Landlord's agent's SA affirmed testimony, I allowed her to re-fax the documentary evidence to me at the Victoria Residential Tenancy Branch's fax number. While I was waiting for the fax, we discussed the background with respect to this file.

SA stated that the tenancy started on December 15, 2016. Monthly rent is \$1,550.00, due on the first day of each month. She testified that the Tenant did not pay rent when it was due on January 1, 2017, and the Notice to End Tenancy for Unpaid Rent was issued on January 3, 2017. The Tenant's cheque for the security deposit was returned

to the Landlord, NSF. SA testified that the Tenant paid \$800.00 for “use and occupancy only” on January 18, 2017. A copy of the receipt was provided in evidence. I asked SA how much was still owed for the month of January, 2017, and she replied, \$800.00. Then SA stated that \$750.00 was also paid on January 5, 2017. I again asked SA how much was owed for January, 2017, and she replied, \$800.00”.

I checked the fax machine three times over the course of the next 20 minutes, and no fax was received from SA. I provided SA with an e-mail address where she could send the confirmation that the documents had been sent to the Branch in January, 2017, and the copies of all of the documents which had been sent at that time.

The e-mail was received shortly thereafter, but there was no confirmation of the original fax being received by the Residential Tenancy Branch. In addition, there was a receipt dated January 5, 2017, for \$750.00, which was not part of the Landlord’s original documentary evidence.

I find that AS was not sufficiently prepared for the Hearing, and had insufficient evidence during the Hearing with respect to rent owed. The Tenant did not sign into the Hearing and therefore I dismissed the Landlord’s Application with leave to reapply.

### **Conclusion**

The Landlord’s Application is **dismissed 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: February 21, 2017

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Residential Tenancy Branch