



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### 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;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The landlord and her agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that her agent had authority to speak on her behalf at this hearing.

At the outset of the hearing, the landlord's agent confirmed that she did not provide a copy of the 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") to the Residential Tenancy Branch ("RTB") prior to this hearing. She said that she did not serve any other written evidence to the tenant or the RTB.

Rule 2.5 of the RTB *Rules of Procedure* states that landlord must serve a copy of a notice to end tenancy, if they are seeking an order of possession, with the application package at the time it is filed or within three business days after an online application is filed. The landlord failed to submit any notice to end tenancy to the RTB. The landlord failed to submit any other written evidence, including a tenancy agreement, rent ledger or any other documentary information to the RTB.

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 herself. I find that the landlord failed to include full particulars beyond stating that she wished to obtain a monetary order for unpaid rent. No reference was made in the "details of the dispute" portion of the landlord's application, regarding a 10 Day Notice or an order of possession.

For the above reasons, I informed the landlord's agent that I was dismissing the landlord's application with leave to reapply, except for the filing fee. I notified the landlord's agent that the landlord would be required to file a new application and pay a new filing fee if she wished to pursue this matter further against the tenant.

### Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of 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: June 19, 2017

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Residential Tenancy Branch