



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1041786 BC LTD
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 25 minutes. The landlord's agent 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 he had authority to speak on behalf of the landlord named in this application at this hearing.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package on June 3, 2017 by way of registered mail. The landlord provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application on June 8, 2017, five days after its registered mailing.

During the hearing, I questioned the landlord about the amount of monthly rent due for this tenancy and a breakdown of the rent owed per month. The written tenancy agreement supplied by the landlord indicated that monthly rent was \$975.00 and the landlord confirmed this amount in his testimony. However, the written breakdown provided by the landlord in his application indicated that the rent was \$1,000.00 and \$1,020.00 per month. When I questioned the landlord about the different rent amounts, he indicated that the rent had increased but he did not have a Notice of Rent Increase form to support the increase. When I asked him for a breakdown per month, he said that he did not have one, because he had assumed the tenancy from a former landlord.

When I asked him when the landlord changed hands, he said there had been multiple landlords and he was not sure. When I asked him whether there was any paperwork to confirm that the company named in this application was the correct and current landlord, he said that there was not. He supplied a written tenancy agreement with two different landlords named and was unable to state when these landlords changed.

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 himself. I find that the landlord failed to include full particulars beyond stating that he 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.

The landlord also failed to supply important and required information regarding the amount of rent and the months the rent was due, in order for me to evaluate the 10 Day Notice supplied by the landlord. The landlord further failed to provide important and required information as to when the landlord named in this application became the current landlord for this tenancy.

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

Conclusion

The landlord's entire 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: July 27, 2017

Residential Tenancy Branch