



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession for unpaid rent.

The matter was scheduled to be heard by teleconference at 11:00 a.m., November 30, 2017. The Landlord signed into the teleconference at 11:00 a.m. and gave affirmed testimony.

The Landlord gave affirmed testimony. He testified that he served the Tenants with the Notice of Hearing documents, with a witness present, "before September 10, 2017".

The Landlord testified that he believed that the Tenants may have moved out of the rental unit. He stated that he accepted rent for the months of September and October, 2017, and that the Tenants put a "stop payment" on their post-dated cheque for November rent.

The Landlord stated that he served the Tenants with a Notice to End Tenancy for Unpaid Rent on July 21, 2017, with a witness present. The Landlord did not provide any documentary evidence to the Residential Tenancy Branch, including a copy of the Notice to End Tenancy.

The Tenant DS signed into the teleconference at 11:08 a.m. She stated that the Tenants are still living in the rental unit, but intend to move out on "Monday". DS stated that the Tenants are going to sue the Landlord "in Court". She was highly agitated, would not allow me to interrupt her diatribe against the Landlord, and hung up at 11:10, after calling me a "bitch".

The Application for Dispute Resolution form clearly provides:

“When the dispute involves a *Notice to End Tenancy*, the *Notice to End Tenancy* must be given to the tenant before applying for Dispute Resolution **and** the *Notice to End Tenancy* must be submitted to the Residential Tenancy Branch”.

I explained to the Landlord that I could not uphold a notice to end tenancy without a copy of the notice because I could not verify if it complied with Section 52 of the Act. Furthermore, I advised the Landlord that by accepting rent after issuing and serving the Notice to End Tenancy, he may be deemed to have re-instated the tenancy.

The Landlord’s Application is dismissed. The Landlord is at liberty to issue another Notice to End Tenancy.

### **Conclusion**

The Landlord’s Application is dismissed.

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: December 01, 2017

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Residential Tenancy Branch