



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

matter regarding VANCOUVER PERFECT HOLDING INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, FF

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

- an order of possession for unpaid rent pursuant to section 55;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant confirmed service of the notice of hearing package on May 1, 2018 when he found it slipped under his door. The landlord confirmed the form of service. Both parties were cautioned that service of a notice of hearing package was not an accepted form of service, but as the tenant has confirmed receiving it on May 1, 2018 and that he is aware of the issues, I find that the tenant is sufficiently served as per section 90 of the Act.

Both parties confirmed in their direct testimony that neither had served copies of the submitted documentary evidence to the other party. I find that neither party was properly served as per section 88 of the Act and as such, exclude the documents of both parties from consideration in this hearing.

At the outset, the landlord could not provide any details regarding the 10 Day Notice as he does not recall or have a copy of the 10 Day Notice. Section 46 of the Act says a landlord may end a tenancy by giving notice to end the tenancy for unpaid rent. In the case before me neither party has supplied a copy of the 10 Day Notice to End Tenancy for Unpaid Rent. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy

when there is cause. The landlord was unable to provide sufficient details of the 10 Day Notice. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice. As such, the landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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 22, 2018

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Residential Tenancy Branch