



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

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;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package in person on May 23, 2018 with a witness. No documentary evidence was submitted by the landlord. I accept the undisputed affirmed testimony of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$600.00. The landlord claims that the tenant was served with a 10 Day Notice on May 3, 2018. The landlord stated that there is no signed tenancy agreement, but that a verbal agreement was made. The landlord claims that the tenant continues to not pay rent as of the date of this hearing.

Section 46 states in part that a landlord may end a tenancy by giving notice to end the tenancy for unpaid rent. In the case before me the landlord has not 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 the landlord. 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 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, I find that 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: July 13, 2018

Residential Tenancy Branch