



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Both parties agreed that they had not filed any documents into evidence.

Issues to be decided

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

Background and Evidence

The tenancy started in July 2018. The landlord stated that he rented the five-bedroom home to the tenant for a monthly rent of 1,800.00. The tenant stated that his share of rent was \$400.00, and the other residents paid the balance of rent. The landlord could not provide any details of the rental arrangement and stated that he was not aware of who lived in the rental unit. A copy of the tenancy agreement was not filed into evidence.

The landlord stated that the tenant was behind on rent and on February 11, 2019 the landlord served the tenant with a notice to end tenancy. A copy of the notice was not filed into evidence.

The tenant stated that he did not owe rent because he worked for the landlord and his wages paid rent. The parties contradicted each other and were not able to agree on the terms of the rental agreement.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

In this case the landlord stated that the tenant's rent was \$1,800.00 and the tenant stated that his rent was \$400.00. The landlord also stated that rent in the amount of \$5,400.00 was owed and the tenant argued that he did not owe rent as he was employed by the landlord. In the absence of a copy of the tenancy agreement and based on the contradictory testimony of the parties, I am unable to determine the rental arrangements.

Section 52 of the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy must be in writing and when given by a landlord to a tenant, must be in the approved form. In the absence of a copy of the notice before me, I am unable to determine whether the notice was served in the proper format and whether the notice is valid. Therefore, I must dismiss the landlord's application.

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: April 15, 2019

Residential Tenancy Branch