



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNR, OPC, OPU

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for damage and loss under the Act, regulations and tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by posting it on the Tenants' door on September 20, 2019. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is there a loss of damage to the Landlord or the Landlord's property and if so how much?
5. Is the Landlord entitled to keep the Tenants' security deposit?

At the start of the hearing it was discovered that the 10 Day Notice to End Tenancy for Unpaid Rent dated August 7, 2019 and the 1 Month Notice to End Tenancy for Cause dated August 7, 2019 both were incorrectly addressed. The address on the Notices indicated the rental unit was in Vancouver. The tenancy agreement and the Tenant confirmed the rental unit was in Port Coquitlam. The Landlord agreed the Notices were addressed incorrectly. Pursuant to section 52 b of the Act incorrectly addressed Notices to end tenancy are invalid or not effective.

Further the Landlord said the Tenants have paid the rent so the Landlords monetary claim has been satisfied. The Landlord said that because the Notices to End Tenancy are not effective and the Tenants have paid the rent the Landlord said he is withdrawing his application.

### Conclusion

The Landlord's application is withdrawn.

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: November 18, 2019

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Residential Tenancy Branch