



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPR OPC MND MNR MNSD 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;
- an order of possession for cause pursuant to section 55;
- a monetary order for damage to the rental unit pursuant to section 67;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing.

The tenant confirmed service of the landlord's application for dispute resolution.

Issues

Is the landlord entitled to an order of possession for unpaid rent and/or cause?

Is the landlord entitled to compensation for damage or unpaid rent?

Is the landlord entitled to recover its filing fee?

Background and Evidence

The landlord did not submit a copy of either the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) or the One Month Notice to End Tenancy for Cause (the One Month Notice) or any other evidence in support of the application.

The manager P.B. testified that she was in the hospital at the time of the application so was not able to provide the supporting documents. P.B. testified that the landlord was

advised to provide the missing documents and believes he did so. I.G. testified that he submitted a signed amendment form to a Service BC office but could not explain what was submitted with the amendment. The amendment form on file is blank except for the landlord's name, signature and date. The one-page amendment was not accompanied by any other documents.

Analysis

Section 46 and 47 of the Act contains provisions by which a landlord may end a tenancy for unpaid rent or for cause by giving notice to end tenancy. Sections 46(2) and 47(3) require that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

Form and content of notice to end tenancy

- 52 In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,
 - (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
 - (e) when given by a landlord, be in the approved form.

As the landlord did not submit a copy of either the 10 Day Notice or the One Month Notice as evidence, I am unable to confirm if either of these notices comply with the form and content requirements of Section 52 of the Act. Additionally, the landlord did not submit any documentary evidence in support of the remainder of the application.

As I made no findings on the merits of the case, the landlord's application is dismissed in its entirety with leave to reapply.

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The landlord's application is dismissed with leave to reapply.

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 27, 2019

Residential Tenancy Branch