



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPRM-DR, FFL**

Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord BT (the "landlord") attended, confirmed they represented all named applicants, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they had served the tenant with the notice of hearing and evidence personally on or about January 6, 2020. Based on the undisputed testimony I find that the tenant was served with the landlord's materials on that date in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession?

Are the landlords entitled to a monetary award as claimed?

Are the landlords entitled to recover the filing fee from the tenant?

Background and Evidence

The landlord testified that monthly rent for this tenancy is \$1,350.00 payable on the first of each month. The landlord assumed this tenancy when they purchased the rental property and they said they are unaware of a written tenancy agreement or whether any security deposit was collected when this tenancy began.

The landlord submits that the tenant has failed to pay rent and that they issued a 10 Day Notice to End Tenancy for Unpaid Rent dated December 26, 2019. A copy of the 10 Day Notice was submitted into evidence. The 10 Day Notice simply identifies the tenant by a first name and does not provide the dispute address.

The landlord testified that there is an arrear of \$5,400.00 for this tenancy as the tenant has failed to pay any rent since November 2019. The landlord submitted into evidence copies of correspondence with the tenant.

Analysis

Section 52 of the *Act* provides that:

- 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

The copy of the 10 Day Notice submitted into evidence merely identifies the recipient by a first name and does not provide the address of the rental unit. Therefore, I find that the notice does not conform to the requirements of the *Act* and is ineffective.

I find that there is insufficient evidence to find that there is a rental arrear in the amount claimed by the landlord. The copies of the correspondence submitted into evidence shows some discussion of unpaid rent but I find that it is insufficient to determine that there is an arrear in the amount that the landlord claims or that there is a tenancy wherein the tenant is required to pay rent at the rate suggested by the landlord. The landlord did not submit a written tenancy agreement or sufficient documentary evidence to establish on a balance that rent in the amount of \$1,350.00 is payable or that there is

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