



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, FF

### Introduction, Preliminary and Procedural Matters-

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant;
- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant; and
- recovery of the filing fee.

The landlord and the tenant attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties each confirmed not submitting evidence for this hearing.

The landlord said he served the tenant the Notice on October 8, 2019, the tenant did not move out of the rental unit, and has not paid any rent since that time.

The tenant confirmed he has not paid rent since the Notice was given to him.

Although the landlord did not file a copy of the Notice into evidence, I asked him about the contents of the Notice. My intention was to allow the landlord to provide a copy of the Notice after the hearing, in light of the tenant's confirmation that he received the Notice and has not paid any rent since October 2019.

While the landlord provided the information on the front page, the landlord also confirmed he served the tenant only page 1 of the 2 page Notice. The landlord also said he could not find a copy of the Notice when he looked for it prior to the hearing.

I therefore declined to allow the landlord to submit the Notice after the hearing.

Additionally, the landlord's monetary claim was \$8,001.00; however, the landlord failed to provide a breakdown or particulars of the monetary claim.

### Issues

Is the landlord entitled to an order of possession of the rental unit?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The landlord said that the tenancy began on June 5, 2019, that monthly rent was \$1,000 and the tenant paid a security deposit of \$500. The tenant confirmed these tenancy details.

### Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

#### **Order of Possession –**

As to the landlord's request for an order of possession based upon the 10 Day Notice, in order to end a tenancy under section 46(2) of the Act, the landlord's Notice must comply with section 52 of the Act, as to form and content.

Section 52 states that the Notice must be in the approved form, which in this case is a multi-page document. As the landlord served only the first page, I find it was not on the approved form and did not contain the full content. Additionally, the second page contains information for tenants.

I therefore dismiss the landlord's request for an order of possession of the rental unit, based upon the Notice dated October 8, 2019, without leave to reapply.

The landlord is prevented from serving the tenant with another 10 Day Notice by the Ministerial Order No. M195 while the declared state of emergency is in effect; however, the landlord may serve another 10 Day Notice once the state of emergency declared on March 18, 2020, expires or is cancelled.

I advise the tenant of the following taken from the Residential Tenancy Branch (RTB) website:

**Tenants should pay rent wherever possible. The legislation still requires that tenants pay rent in full and on time.**

- **The state of emergency temporarily suspends a landlord's ability to end a tenancy if a tenant does not pay the rent in full and on time.**
- **A tenant who has not paid rent could face eviction once the state of emergency is over.**

#### **Monetary claim –**

I refuse the portion of the landlord's application seeking monetary compensation from the tenant, under authority of Section 59(5)(c) of the Act. The landlord failed to provide any documentary evidence and therefore did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the Act.

Further, Rule 2.5 of the Residential Tenancy Branch Rules of Procedure (Rules) states that a detailed calculation of any monetary claim be submitted at the same time as the application for dispute resolution.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against him at the time the applicant submits their application. Given the above, the landlord is granted liberty to reapply but is reminded to provide full particulars of his monetary claim.

As I have dismissed the landlord's application, I do not award him recovery of the filing fee.

#### **Conclusion**

The portion of the landlord's application for an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent is dismissed, without leave to reapply, as it was not on the approved form and did not contain the full content.

I have refused the portion of the landlord's application dealing with his monetary claim, pursuant to 59(5)(c) and 59(2)(b) of the Act, or insufficient particulars.

The landlord is at liberty to reapply for monetary compensation from the tenant.

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: June 26, 2020

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Residential Tenancy Branch