



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, OPR, MNRL, OPN

Introduction

This hearing was scheduled for 9:30 a.m. on this date, via teleconference call, to deal with the landlord's application for an Order of Possession and a Monetary Order for unpaid rent. Neither party attended the hearing, until 9:41 a.m. when the landlord appeared just before I ended the teleconference call.

I asked the landlord why he was late for the hearing. The landlord initially stated his "time was wrong" and then changed his testimony to say he had difficulty connecting to the teleconference call. I affirmed the landlord and continued to hear from him.

Since the tenant was not present, I explored service of hearing materials upon the tenant.

The landlord testified that he picked up the proceeding package from the Residential Tenancy Branch on December 6, 2021 when the office opened at 7:30 a.m. and he personally served the package to the tenant at approximately 10:00 a.m. on December 6, 2021. The landlord did not present any evidence to corroborate his testimony.

According to the Residential Tenancy Branch records, the landlord picked up the proceeding package from the Residential Tenancy office on December 7, 2021 in the afternoon.

Given the inconsistency with the landlord's testimony to the Residential Tenancy Branch records, I asked the landlord additional questions concerning service upon the tenant with a view to determining reliability.

Since the landlord was seeking an Order of possession and Monetary Order for unpaid rent; yet, there was no copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") submitted by the landlord I asked the landlord about any notices the

landlord had served to the tenant prior to serving the proceeding package. The landlord stated that he served the tenant two notices previously. When I asked the landlord if he had copies of those notices, his answers were hesitant and unresponsive. Eventually, he stated he did have copies of those notices and I instructed the landlord to read the title of the notices to me.

The landlord first described a document consistent with a Schedule of Parties form. The landlord also stated that he gave the tenant a notice to move out of the rental unit by December 12, 2021. I asked the landlord to describe that notice further. The landlord proceeded to describe the Application for Dispute Resolution. I did not hear the landlord describe any document that sounded consistent with a 10 Day Notice.

I found the landlord's testimony alone concerning service to be unreliable. The Residential Tenancy Branch does not open at 7:30 a.m. and he did not pick up the package on December 6, 2021. Further, it appears the landlord has not yet served the tenant with a 10 Day Notice.

Considering the above, I declined to consider the landlord's requests any further and I dismiss this Application for Dispute Resolution with leave to reapply. I encouraged the landlord to familiarize himself with the process for ending a tenancy and the documents that must be served. The landlord stated he had sought information from the Residential Tenancy Branch already. I suggested to the landlord that he may benefit from employing the services of professionals experienced in such matters.

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: January 06, 2022

Residential Tenancy Branch