



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for Cause and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was completed when the Landlord taped the documents to the window of the Tenant's door. The Tenant confirmed receipt of the hearing documents.

Issue(s) to be Decided

1. Did the Landlord serve the Tenant a 1 Month Notice to End Tenancy for Cause (herein after referred to as the Notice)?
2. If so, does the Notice meet the requirements of the Act for form, content, and service?
3. If so, has the Landlord met the burden of proof for issuing the Notice?

Background and Evidence

The male Landlord testified that he advised the Tenant he was ending his tenancy when he wrote a note out on a piece of note paper and left it for the Tenant. Later the male Landlord attended the rental unit with a police officer when he told the Tenant verbally that his tenancy was ending.

When asked if a 1 Month Notice to End Tenancy was issued to the Tenant the Landlord stated that one had been issued.

Analysis

The Landlord claimed he had served the Tenant with a Notice to end the tenancy. However, he had submitted no documentary evidence to prove a Notice was served.

The notes to file indicate the Landlord was cautioned at the time he made his Application for Dispute Resolution that a police file number may not be enough evidence to grant an Order of Possession. This statement supports that the only evidence provided at the time the application was filed was a police file number.

The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Landlord.

The Notice to End Tenancy document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Landlord's claim, in particular when he is asking to have this tenancy end based on this document.

The responsibility of proving a claim is on the person making the claim. As the Landlord failed to provide a copy of the Notice, I find he has provided insufficient evidence to prove his claim.

Therefore, I dismiss the claim without leave to reapply. The Notice to End Tenancy, if one was issued, is not cancelled.

The Landlord has not been successful with his application; therefore the Landlord must bear the burden of the cost of filing his application.

Conclusion

I HEREBY DISMISS the Landlord's application, without 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: February 15, 2011.

Residential Tenancy Branch