



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNSD, MNDC, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit based upon alleged cause, a monetary order for money owed or compensation for damage or loss, for authority to retain the tenant's security deposit and for recovery of the filing fee.

The landlord gave evidence that he served the tenant with the application for dispute resolution and notice of hearing by registered mail on June 6, 2012. The landlord successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit, a monetary order, authority to retain the tenant's security deposit and to recover the filing fee?

Background and Evidence

The landlord sought enforcement of a 1 Month Notice to End Tenancy for Cause (the "Notice"), but did not submit that document into evidence. I further note that the landlord provided no evidence in support of their application.

The landlord and his lawyer stated that I should be able to look for another file within the Residential Tenancy Branch ("RTB") and consider their evidence allegedly contained in that file, which was the tenant's application for dispute resolution.

I explained that each application for dispute resolution was considered separately and that prior to the hearing of this date, I was unaware the tenant had filed previously for dispute resolution.

Analysis

Based on the above testimony and on a balance of probabilities, I find as follows:

If a tenant has given the landlord cause to seek an end of the tenancy, section 47 of the *Act* entitles landlords to issue appropriate notice to the tenant.

A Notice to End Tenancy can only be enforced if it complies with the requirements of section 52 of the Act. Without reviewing a copy of the Notice to End Tenancy that the landlord served on the tenant, I cannot conclude that the Notice is effective and therefore enforceable.

I therefore find that the landlord had insufficient evidence to show the tenant was issued a valid 1 Month Notice to End Tenancy for Cause complying with the Residential Tenancy Act.

I also could not determine from the lack of evidence the basis for the landlord's monetary claim of \$1600.00.

Conclusion

Therefore, due to the landlord's insufficient evidence, I hereby dismiss the landlord's application, 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: June 22, 2012.
