



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, MNR, MND, MNSD

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / and retention of the security deposit. The landlord attended and gave affirmed testimony. There was no tenant in attendance to the hearing.

### Issue(s) to be Decided

Whether the application for dispute resolution and notice of hearing (the "hearing package") has been served in compliance with the Act.

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on March 1, 2005. The landlord testified that tenant "MR" is the only tenant named on the tenancy agreement. Monthly rent was \$1,200.00 until April 1, 2013 when it was increased to \$1,245.60. A security deposit of \$600.00 was collected.

Tenant "TP" is understood to have moved into the unit sometime in 2007, however, tenant "MR" is the only tenant named on the landlord's application for dispute resolution. The landlord's understanding is that tenant "MR" vacated the unit approximately one year ago, and his current whereabouts are unknown.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy for cause dated June 12, 2013. A copy of the notice was submitted in evidence. The notice was served in-person on tenant "TP" on that same date, however, tenant "MR" is the only tenant named on the notice. The reason shown on the notice in support of its issuance is as follows:

Tenant is repeatedly late paying rent

As to the landlord's application for dispute resolution and notice of hearing (the "hearing package"), the landlord testified that it was served in-person on tenant "TP" on September 6, 2013. However, again, the only tenant named in the hearing package is tenant "MR."

The landlord seeks an order of possession, in addition to compensation for unpaid rent in the total amount of \$7,519.00 effective to October 31, 2013, as well as an estimated \$1,000.00 in costs associated with anticipated repairs.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Following a review of the documentary evidence submitted, and after further consideration of the landlord's affirmed / undisputed testimony, below are my findings.

I find that as the landlord is aware that tenant "MR" vacated the unit approximately 1 year ago, naming "MR" as the only tenant on the 1 month notice, and serving the notice on tenant "TP," while claiming to be "leaving a copy at the person's residence with an adult who apparently resides with the person," is not an acceptable method of service [section 88: **How to give or serve documents generally**].

Further, I find that after tenant "MR" vacated the unit, the landlord continued to accept rent from tenant "TP," and tenant "TP" effectively became the landlord's only tenant. However, as earlier noted, tenant "TP" is not named either on the 1 month notice or on the landlord's application for dispute resolution.

In the circumstances of this dispute, I find that neither was the application for dispute resolution served in compliance with the Act. In this regard, the landlord's attention is drawn to section 89 of the Act which speaks to **Special rules for certain documents**.

The landlord has the option of re-issuing a notice to end tenancy, and filing a new application for dispute resolution, both of which accurately reflect the identities of the parties. In the meantime, the landlord's application must be dismissed with leave to reapply.

Conclusion

The landlord's application is hereby dismissed 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: October 11, 2013

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Residential Tenancy Branch

