



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, for a monetary order for unpaid rent, and an order to retain the security deposit in partial satisfaction of the claim.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant by posted to the door of the rental unit on December 19, 2013.

Section 90 of the Act determines that a document served in this manner is deemed to have been served three days later. I find that the tenant has been duly served in accordance with the Act.

### Preliminary issue

In this case, the landlords' application for dispute resolution was posted to the door of the rental unit. Section 89(2) of the Act, determines that a document served in this method only permits the landlords' application for and order of possession under section 55 of the Act to proceed. As a result, the landlords' application for a monetary order and an order to retain the security deposit is dismissed with leave to reapply.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Are the landlords entitled to an order of possession?

### Background and Evidence

The tenancy began approximately three years ago. Rent in the amount of \$1,250.00 was payable on the first of each month. A security deposit of \$625.00 was paid by the tenant.

The landlord testified that the tenant failed to pay all rent owed for December 2013, and they issued a 10 Day Notice to End Tenancy for Unpaid rent on December 9, 2013. The landlord stated that he served the notice on the tenant's 14 year old child.

### Analysis

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

Under section 88 of the Act, how to give or serve documents states, documents may be served by leaving a copy at the person's residence with an adult who apparently resides with the person.

In this case, the landlord served the 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's 14 year old child. I find the landlord has failed to serve the document in accordance with section 88 of the Act. As a result, I am not satisfied that the tenant was served with the notice to end tenancy. Therefore, the landlords' application is dismissed with leave to reapply.

### Conclusion

The landlords' application is 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: January 14, 2014

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Residential Tenancy Branch