



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Dennison Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend the hearing. The landlord served the application for dispute resolution and the Notice of hearing by registered mail sent on April 10, 2014.

### Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

The landlord did not provide a copy of the tenancy agreement, but the documents supplied established that the tenancy began in October, 2010. The current rent is \$770.00 per month, payable on the first of each month. The tenant did not pay a security deposit.

The tenant did not pay the rent for March. On March 14, 2014 the landlord served the tenant with a 10 day Notice to End Tenancy for non-payment of rent by posting a copy to the door of the rental unit. The landlord attempted to contact the tenant, but his phone was disconnected and he could not be found at the rental unit. The landlord was concerned that the tenant may have abandoned the rental unit. After the application was filed the landlord found that the tenant had abandoned the unit and left behind some belongings and debris in the rental unit. The tenant has not paid rent for March or for subsequent months and he did not file an application to dispute the Notice to End Tenancy. The landlord requested an order for possession because the tenant had left belongings in the rental unit.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

*Monetary Order and Security Deposit* – Sections 88 and 89 of the *Residential Tenancy Act* provide directions with respect to the service of documents. There are special rules that apply to the service of applications for dispute resolution. They are set out in section 89 of the *Act*. There are only three methods of serving an application for dispute resolution upon a tenant; first, by personal service to the tenant; second, by registered mail sent to the address where the tenant resides and third, as ordered by the director. Because the evidence suggests that the tenant was not in actual residence at the rental unit on April 10<sup>th</sup> when the application was mailed, I find that the landlord's application for a monetary order should be 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: May 29, 2014

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Residential Tenancy Branch

