



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0955803 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord's agent called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing by posting them to the door of the rental unit on May 14, 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's representative did not provide a copy of the tenancy agreement, but she testified that there is a written tenancy agreement and the tenancy began on May 18, 2012. The rent is \$525.00 per month, payable on the first of each month.

The landlord's representative testified that the tenant has not paid the full rent for several months. She served the tenant with a 10 day Notice to End Tenancy for non-payment of rent by posting to the door of the rental unit on May 3, 2014. The landlord testified that the tenant has not paid rent for July and he did not file an application to dispute the Notice to End Tenancy.

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. Pursuant to Section 88 (e), a document may be served on a person by attaching a copy to the door of the rental unit where the tenant resides. There are, however, 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. Section 89 (2) enlarges the allowable methods of service, but the provisions of section 89(2) apply only to applications for an order for possession and not to proceedings claiming a monetary order. Because the landlord has not served the tenant either personally, or by registered mail, as required by section 89 (1) of the *Act*, the landlord's application for a monetary order 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: July 10, 2014

Residential Tenancy Branch

