



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC, MNSD, O, FF

Introduction

This hearing was convened in response to an application by the landlord under the *Residential Tenancy Act* (the Act) for an Order of Possession pursuant to a Notice to End for Cause and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord testified they served the tenant by registered mail and they provided the Canada Post tracking information in support of their testimony. I find the tenant was served in accordance with section 89 of the Act. Although the tenant was served with the application for dispute resolution and Notice of hearing by registered mail sent December 19, 2014, the tenant did not call into the conference and did not participate in the hearing. The landlord testified that the tenant still resides in the rental unit and that the registered mail had been returned to the landlord. The landlord further testified they provided this hearing with their document evidence, although not received.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord claims that they have issued the tenant 10 Day Notices to End over the past year and that the tenant has repeatedly paid their rent late, although the rent is current as of this date. The landlord testified that they *have not* issued the tenant a 1 Month Notice to End for Cause as purported by their application.

Analysis

I have not received any evidence to support an application for an Order of

Possession as claimed by the landlord's application. The landlord acknowledges they did not serve the tenant with a 1 Month Notice to End tenancy for Cause in support of the landlord's claim the tenant has repeatedly paid their rent late. As a result, the landlord's application or an Order of Possession **is dismissed**, with leave to reapply.

The landlord's application to retain the security deposit is premature given that the tenancy continues. This portion of the landlord's application **is dismissed**, with leave to reapply.

Conclusion

The landlord's application is **dismissed** in its entirety, with leave to reapply.

This Decision is final and binding on both parties.

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 19, 2015

Residential Tenancy Branch

