



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Tenant's Application: CNR, MNDC, OLC, ERP, RP

Landlord's Application: OPC, OPR, OPB, MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; a Monetary Order for compensation for damage or loss under the Act, regulations or tenancy agreement; Orders for compliance; and, Orders for repairs, including emergency repairs. The landlords applied for an Order of Possession for cause, unpaid rent, and breach of an agreement. The landlords also applied for monetary compensation for damage to the rental unit; unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. Only the landlords appeared at the hearing.

### Preliminary and Procedural Matters

The landlord's testified that on June 17, 2015 they discovered the house had been vacated and they confirmed that they have regained possession of the rental unit. As such, I found the tenant's request to cancel the 10 Day Notice and other Orders for compliance and repairs; and, the landlords' requests for an Order of Possession to be moot issues as of the date of this hearing. Accordingly, I do not cancel the 10 Day Notice or provide an Order of Possession with this decision and I do not make any Orders against the landlords.

The landlords stated that they had not been served with the tenant's Application. Since the tenant did not serve the landlords with her Application and they were unaware of the tenant's monetary claims against them I dismissed the tenant's Application for monetary compensation with leave to reapply.

With respect to the landlord's Application, the landlords testified that they were unable to serve the tenant in person when they attended the rental unit on June 12, 2015 so on June 15, 2015 the landlords returned to the property and posted their Application and evidence on the door of the rental unit.

Section 89 of the Act provides for ways an Application for Dispute Resolution must be served upon the other party. This information is also provided for in Residential Tenancy Policy Guideline 12: *Service Provisions*. An Application for Dispute Resolution may be posted on the door of the rental unit where the Application pertains to a request for an Order of Possession. Accordingly, I accept that posting of the landlord's Application on the rental unit door was sufficient to deal with the landlord's request for an Order of Possession; however, an Application that pertains to a monetary claim must be served upon a tenant either: in person; or by registered mail sent to the address at which the tenant resides or the tenant's forwarding address; or as so ordered by the Director. Therefore, I find the tenant was not sufficiently served for purposes of dealing with the landlords' monetary claims and I dismiss that portion of their Application with leave to reapply.

As I was satisfied that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent since she filed to dispute such a Notice and included a copy in the evidence she served upon the Branch, given the tenant acknowledged withholding rent and she did not present legal basis for withholding rent in her Application for Dispute Resolution, I award recovery of the filing fee to the landlords as I was satisfied the landlords would have been entitled to an Order of Possession had the tenant not vacated the rental unit in the days before this hearing. I provide a Monetary Order in the amount of \$50.00 to the landlords to serve and enforce upon the tenant. Alternatively, I authorize the landlord to recover this award by deducting it from the tenant's security deposit.

I have amended the Application to exclude the male respondent named by the landlords in their Application as the male respondent had not signed the tenancy agreement.

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: June 23, 2015

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Residential Tenancy Branch

