



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that the Tenant was served with the application for dispute resolution and notice of hearing in person by giving it on September 12, 2015 to her adult male son who lives in the rental unit.

Section 89(2) of the Act provides that an application for an order of possession may be served on the tenant by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant. Section 89(1) does not allow this service where the application is seeking a monetary claim. As the Landlord did not serve the application in accordance with the Act for the monetary claim I dismiss this claim with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began on December 2, 2014. Rent of \$615.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$307.00 as a security

deposit from the Tenant. The Tenant owed arrears and failed to pay rent for September 2014 and on September 2, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by giving the Notice to the Tenant's son who lives in the rent unit. The Tenant has not disputed the Notice and has not moved out of the unit. The Tenant paid all arrears to and including September 2015 rent on September 20 and 28, 2015 but has not paid October 2015 rent. The Landlord gave the Tenant a receipt for "use and occupancy only".

Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's evidence I find that the Tenant was given a valid Notice. As the Tenant did not dispute the Notice I find that the Landlord is entitled to an **Order of Possession**. The Landlord is entitled to recovery of the **\$50.00** filing fee and I order the Landlord to deduct this amount and retain it from the security deposit of \$307.00.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain \$50.00 from the security deposit of \$307.00 in full satisfaction of the claim.

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: October 05, 2015

Residential Tenancy Branch

