



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DREAM CARPETS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD, MNDC, FF

### Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent and for a monetary award for unpaid rent.

Neither tenant attended for the hearing within ten minutes after its scheduled start time.

### Issue(s) to be Decided

Have the tenants been duly served with the application and notice of hearing? If so, does the relevant evidence presented during the hearing show that this tenancy has ended as a result of the ten day Notice or that the landlord is owed rent?

### Background and Evidence

The rental unit is a two bedroom suite in an eight unit apartment.

The tenancy started in March 2009. The current monthly rent is \$800.00. The landlord holds a \$400.00 security deposit.

Mr. S. for the landlord testifies that the ten day Notice was attached to the door of the premises on January 7, 2016 and that no rent money has been paid since.

He says that the application for dispute resolution and notice of hearing were served on the tenants by attaching a copy to the door of the premises on February 12, 2016.

He says the tenants still owe overdue rent.

### Analysis

Sections 88 and 89 of the *Residential Tenancy Act* (the “RTA”) set out permitted methods of service of documents. Section 88 permits the service of a Notice to End Tenancy by attaching a copy to the door of the premises. It also permits a landlord to serve an application for an order of possession by attaching it to the door.

However, s. 89 requires that an application for a monetary award be served on a tenant by either personal service or by registered mail. It does not permit service of a monetary claim by attaching a copy of the application to a door.

As a result, I find that the portion of the landlord’s claim seeking an order of possession has been duly served on the tenants but that the portion of the application seeking a monetary award for unpaid rent has not been served, as it must be, in accordance with s. 89.

In this circumstance, I dismiss the landlord’s claim for a monetary award for unpaid rent, but with leave for it to re-apply.

I find that the tenants have been duly served with the ten day Notice to End Tenancy for unpaid rent and that they have not applied to cancel the Notice nor paid the amount demanded in it.

As a result, by operation of s. 46 of the *RTA*, this tenancy ended on January 20, 2016 and the landlord is entitled to an order of possession.

I grant the landlord recover of the \$100.00 filing fee for this application and I authorize it to recover that amount from the security deposit it holds, leaving a deposit balance of \$300.00.

### Conclusion

The landlord will have an order of possession.

The landlord’s monetary claim is dismissed with leave to re-apply.

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: March 31, 2016

