



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy dated October 5, 2016, issued pursuant to s. 46 of the *Residential Tenancy Act* (the “Act”). It also seeks a monetary award for unpaid rent and occupation rent.

The tenant did not attend the hearing within twenty minutes after its scheduled start time. She did not file material in opposition to the application.

The landlord’s representative Ms. L. testifies that the ten day Notice was served by her on the tenant by posting it to the tenant’s door on October 6. I find that this was good and effective service of the Notice on the tenant.

She testifies that the application for dispute resolution and notice of hearing were served on the tenant by service on an adult living with the tenant. She provides a Proof of Service in the government form showing that the “notice of dispute resolution” was given to Mr. B. McM. on October 11. Mr. B.McM. is the tenant’s son and is a listed occupant in the tenancy agreement. Mr. B.McM. signed the proof of service document acknowledging that he is an adult who lives with the tenant.

Section 46 of the *Act* provides that upon receipt of a ten day Notice a tenant has five days to either apply to dispute and cancel it or to pay the amount demanded in it. I find, on Ms. L.’s evidence, that the tenant has done neither.

Section 46 provides that in such an event, the tenant is conclusively presumed to have accepted the end of the tenancy ten days after receipt of the Notice. That has occurred here. I find this tenancy ended on October 19, 2016.

Sections 89 of the *Act* deals with the mandatory service provisions required to be met by persons making applications. It provides that an application for an order of possession may be served by leaving a copy with an adult person apparently residing with the tenant. I find that to be the case here. The landlord's application for an order of possession has been duly served on the tenant by service on her son. As a result, I grant the landlord an order of possession.

However, s. 89 does not permit an application for a monetary award to be served in the same manner. As a result, the landlord's claim for unpaid rent cannot be dealt with at this hearing. I grant the landlord leave to re-apply for monetary relief against the tenant.

In result the landlord will have an order of possession. I award the landlord recovery of the \$100.00 filing fee for this application and authorize it to retain \$100.00 from the \$650.00 security deposit it holds, in full satisfaction of the fee.

The landlord's claim for a monetary award is dismissed for lack of proper service, 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: December 16, 2016

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Residential Tenancy Branch