



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**     OPR MNR FF

### **Introduction**

This hearing was convened in response to the landlord's application under the *Residential Tenancy Act* (the Act) for an order of possession pursuant to a 10 Day Notice to End for Unpaid Rent (the Notice), a monetary order for unpaid rent, and to recover the filing fee. I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with **Section 89** of the Act the tenant did not participate in the conference call hearing.

The landlord stated the tenant still resides in the rental unit; however there has not been communication with the tenant since issuing the Notice. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Preliminary Issue – Service of Documents**

In the hearing the landlord testified and submitted into evidence they served the tenant the 10 Day Notice dated January 04, 2017 by placing it or "slipping" the Notice under the rental unit door.

Under **Sections 88** of the Act, a party may give or serve a Notice to End in one of the ways prescribed. The Act does not permit service of such document by placing or slipping the document under a door. In the absence of the tenant or evidence the tenant acknowledged receiving the document I find the landlord did not properly serve the tenant with the Notice to End and dismiss the landlord's application for an order of possession.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

Rent in the amount of \$1150.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant paid a security deposit of \$537.50 which the landlord retains in trust. The landlord testified the tenant overpaid the rent for December 2016 however failed to pay the rent when due for January 2017 and on January 04, 2017 the landlord served the tenant with a Notice to End tenancy for non-payment of rent in the amount of \$1125.00. The tenant paid rent of \$1025.00 on January 18, 2017 which was accepted for use and occupancy only. The tenant then paid rent of \$1050.00 for February 2017. The quantum of the landlord's claim is for the unpaid rent for January and February 2017 in the sum of \$200.00.

### **Analysis**

Based on the landlord's evidence I found the landlord is not entitled to an Order of possession. The landlord may serve the tenant with a new notice to end tenancy.

I find the landlord has established a monetary claim for unpaid rent in the amount of \$200.00. The landlord is also entitled to recovery of their \$100.00 filing fee, for a total entitlement of **\$300.00**

**I grant** the landlord a Monetary Order under Section 67 of the Act for the amount of **\$300.00**. **I Order** that the landlord may choose to retain this amount from the tenant's security deposit, or, if necessary may file the Monetary Order in the Small Claims Court and enforce it as an Order of that Court.

### **Conclusion**

The landlord's application in relevant part is granted.

**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: February 14, 2017

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Residential Tenancy Branch

