

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 18, 2010 the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail and by posting it to the rental unit door. Section 90 of the Residential Tenancy Act states that a document that is mailed is deemed to have been received (or served) on the fifth day after it was sent.

Based on the evidence and written submissions of the Landlord, I find that the Tenant was served as required by s. 89 of the Act with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent and to a Monetary Order for unpaid rent pursuant to sections 46, 55 and 67 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord submitted the following documentary evidence:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on April 30, 2009 for a month to month tenancy beginning May 1, 2009 for the monthly rent of \$1,000.00 due in advance on 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 9, 2010 with an effective vacancy date of June 9, 2010 due to \$1,000.00 in unpaid rent.

The evidence filed by the Landlord indicates that the Tenant failed to pay the rent owed for the month of June, 2010 and that the Tenant's minor son was served in person with a 10 Day Notice to End Tenancy for Unpaid Rent on June 9, 2010. The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenant did not apply to dispute the Notice to End Tenancy within five days.

### Analysis

Section 88(e) of the Act states that a document (such as a Notice to End Tenancy) must be served on the Tenant “by leaving a copy at the person’s residence with an **adult person** who apparently resides with the (Tenant).” Based on the written submissions of the Landlord, I find that the Tenant was not properly served with the 10 Day Notice to End Tenancy and that further evidence is necessary to determine if the Tenant, in fact, received that Notice.

### Conclusion

Based on the foregoing, I find that a conference call hearing is required in order to determine the details of service of the 10 Day Notice to End Tenancy. Notices of Reconvened Hearing are enclosed with this decision for the Applicant to serve upon the Tenant within **three (3) days** of receiving this decision in accordance with section 88 of the Act.

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 29, 2010.

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Dispute Resolution Officer