



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes

OPR, MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a monetary order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 11, 2010 the Landlord posted the Notice of Direct Request Proceeding at the rental unit. Section 90 of the *Act* determines that a document that is posted is deemed to have been served on the third day after it is posted, which in these circumstances is August 14, 2010.

The Landlord has applied for a monetary Order which requires that the Landlord serve the respondent with Notice of Direct Request Proceeding pursuant to section 89(1) of the *Act*. Posting the Notice of Direct Request Proceeding on the Tenant's door is not one of the methods of service outlined in section 89(1) of the *Act*. As the Landlord did not establish that the Tenant was served with copies of the Notice of Direct Request Proceeding pursuant to section 89(1) of the *Act*, I find that I am unable to consider the Landlord's application for a monetary Order. On this basis, I dismiss the Landlord's application for compensation for unpaid rent, with leave to reapply on that specific issue.

The Landlord has applied for an Order of Possession which requires that the Landlord serve the respondent with Notice of Direct Request Proceeding pursuant to section 89(2) of the *Act*. As the Landlord did serve the Tenant with copies of the Notice of Direct Request Proceeding pursuant to section 89(2)(d) of the *Act*, I find that I am able to consider the Landlord's application for an Order of Possession.

### Issue(s) to be Decided

The issue to be decided is whether the Landlord is entitled to an Order of Possession for unpaid, pursuant to section 55 of the *Act*.

### Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant.
- A copy of a residential tenancy agreement between the Landlord and the Tenant, which appears to be signed by the Tenant, that indicates that the tenancy began on March 01, 2010 and that the Tenant was required to pay rent of \$750.00 on the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was signed by the Landlord on July 22, 2010, which declares that the Tenant must vacate the rental unit by August 02, 2010 as the Tenant has failed to pay rent in the amount of \$900.00 that was due on July 01, 2010. The Notice declares that the tenancy will end unless the Tenant pays the rent or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy in which the Landlord declared that she posted the Notice on the Tenant's door on July 22, 2010 at 1030 hours, in the presence of a caretaker, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the door on July 22, 2010 and that the Tenant has not paid \$150.00 in rent from June and \$750.00 in rent from July.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$750.00 on the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant had not paid \$150.00 in rent from June of 2010 or \$750.00 in rent from July of 2010 by the time the Landlord filed this Application for Dispute Resolution.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was posted on the Tenant's door on July 22, 2010.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on August 04, 2010,

which is ten days after the Tenant is deemed to have received the Notice to End Tenancy.

Conclusion

I find that the Landlord is entitled to an Order of Possession effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

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: August 18, 2010.

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Dispute Resolution Officer