



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to Section 55(4) 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 due to unpaid rent. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 17, 2011 at 12:15 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

Based on the written submissions of the landlord, I find that the tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Act*.

### 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, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on June 30, 2011 for a month to month tenancy beginning on July 1, 2011 for the monthly rent of \$750.00 due on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on August 4, 2011 with an effective vacancy date of August 15, 2011 due to \$750.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of August 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by give it to a person who lives with the tenant on August 10, 2011 at 1:00 p.m. and that this service was witnessed by a third party.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

### Analysis

Section 88 stipulates that when a document required under the Act is to be served on a person, such as the 10 Day Notice to End Tenancy for Unpaid Rent, the landlord may serve it in the following ways:

1. By leaving a copy with the person;
2. By sending a copy by ordinary or registered mail to the address at which the person resides;
3. By sending a copy by ordinary or registered mail to a forwarding address provided by the tenant;
4. By leaving a copy at the tenant's residence with an adult who apparently resides with the person;
5. By leaving a copy in a mail box or mail slot for the address at which the tenant resides;
6. By attaching a copy to a door or other conspicuous place at the address at which the tenant resides; or
7. By transmitting a copy to a fax number provided as an address for service.

I have reviewed all documentary evidence and find that landlord has failed to indicate if the person he served the 10 Day Notice to End Tenancy for Unpaid Rent was an adult. As the Direct Request process is conducted by way of written submission there is no ability to question the landlord regarding any discrepancies in the evidence submitted.

As a result, I find this Application cannot be adjudicated through the Direct Request process.

### Conclusion

For the reasons noted above, I dismiss the landlord's Application with leave to reapply.

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 23, 2011.

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Residential Tenancy Branch