



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, ET

### 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 due to unpaid rent and a late fee. The landlord also applied for an Early End to Tenancy which is not permitted under the Direct Request process and therefore this section of the landlords application has not been heard today and is dismissed.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 21, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding by posting it to the tenants door.

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on August 04, 2012 for a tenancy beginning August 01, 2012 for the monthly rent of \$625.00 due on the 1st of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, March 05, 2013 with an effective vacancy date of March 17, 2013 due to \$625.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed for the month of March and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent which was posted on the door of the tenants rental unit on March 05, 2013 and therefore is deemed served three days later.

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

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on March 08, 2013 and the effective date of the notice is amended to March 18, 2013 pursuant to section 53 of the *Act*. I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

With regard to the landlord application for a Monetary Order for unpaid rent; sections 88 and 89 of the *Act* determine the method of service for documents. The Landlord has applied for a Monetary Order which requires that the landlord serve the tenant as set out under Section 89(1). As the landlord posted the Notice of Direct Request Proceeding to the tenant's door, this method of service is not acceptable under section 89(1) of the *Act*. Consequently, this section of the landlords' application is dismissed with leave to reapply.

The landlord has also applied for a late fee which the landlord is not able to do under the Direct Request Process. However I also give the landlord leave to reapply for a late fee under a participatory hearing.

### Conclusion

I find that the landlord is entitled to an Order of Possession pursuant to section 55 effective **two days after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is not entitled to monetary compensation due to incorrect service of the hearing documents concerning a Monetary Order. Therefore this section of the landlords claim is dismissed 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: April 02, 2013

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Residential Tenancy Branch

