



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OCEANVIEW APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 10, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Act determines that the document is deemed to have been served five days after a notice has been mailed by registered mail or on May 15, 2013.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

### Background and Evidence

The landlord submitted the following evidentiary material:

- 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 February 11, 2013, indicating a monthly rent of \$600.00 due in advance of the 1st day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 15, 2013 with a stated effective vacancy date of April 27, 2013, for \$600.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant has failed to pay rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the Notice on the door of the Tenant's rental unit April 15, 2013. The Proof of Service of the 10 Day Notice to End Tenancy is supported by a Witness signature. The Act deems the tenant was served on April 18, 2013, three days after posting it on the door of the Tenant's rental unit.

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 from the date of service.

### 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 April 18, 2013. Therefore the Tenant had 5 days from that date or until April 22, 2013 to pay the rent in full. As the Landlord has made the application on April 19, 2013 and has not requested any monetary compensation for unpaid rent it is unclear if the Tenant has paid the rent within the 5 days allowed under the 10 Day Notice to End Tenancy. The Tenant had until April 22, 2013 to pay the rent which is 3 days after the Landlord made the application. Consequently it is unclear if the Tenant has paid the rent; I dismiss the Landlord's application with leave to reapply.

### Conclusion

The Landlord's application 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: May 15, 2013

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Residential Tenancy Branch