



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX MID ISLAND REALTY  
and [tenant name suppressed to protect privacy]

## **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* (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 for each named tenant to declare that on June 18, 2013 the landlord served each named tenant with the Notice of Direct Request Proceeding by putting it through the mail slot of the door.

Section 89 of the Act provides for ways an Application for Dispute Resolution must be served upon the other party. Posting an Application for Dispute Resolution on the door of the rental unit or putting it in the mail slot on the door is sufficient service for requesting an Order of Possession; however, a monetary claim must be served either in person or by registered mail.

Further, upon review of the tenancy agreement I note the male tenant named in this Application for Dispute Resolution did not sign the tenancy agreement.

Based on the above submissions of the landlord, I amend the Application to name the female tenant only and I proceed to consider the landlord's request for an Order of Possession only. The landlord's monetary claims against the tenant are dismissed with leave to reapply so that the landlord may serve the tenant in a manner that complies with section 89(1) of the Act.

### 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 Request;
- A copy of a residential tenancy agreement which was signed by the female tenant and an agent for the landlord on July 12, 2010, indicating a monthly rent of \$700.00 due on the 1<sup>st</sup> day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 22, 2013 with a stated effective vacancy date of May 4, 2013, for \$850.00 in unpaid rent as of April 1, 2013;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 4, 2013 with a stated effective vacancy date of May 17, 2013, for \$1,375.00 in unpaid rent as of May 1, 2013; and,
- Signed copies of a Proof of Service of the 10 Day Notice indicating the landlord posted the above described 10 Day Notices on the tenant's door on April 22, 2013 and May 4, 2013, respectively, in the presence of a witness.

The 10 Day Notices state 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.

In the details of dispute the landlord indicates that the tenant was given until May 31, 2013 to vacate the rental unit and as of the date of filing this Application has not yet done so.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with 10 Day Notices to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay the rent owed in full or dispute the Notices within 5 days of receiving the Notices as permitted under section 46(4) of the *Act*. As the tenant was served with multiple Notices to End Tenancy I consider the most recent Notice in concluding the tenancy ended on May 17, 2013 as the tenant did not pay the outstanding rent or file to dispute the Notice within five days of receiving the most recent 10 Day Notice. Further, I accept the landlord's submission that the tenant was provided until May 31, 2013 to vacate the rental unit and since that date has also passed, I find the landlord entitled to an Order of Possession. Provided to the landlord with this decision is an Order of Possession effective two (2) days after service upon the tenant.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord's monetary claims against the tenant have been 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: June 28, 2013

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Residential Tenancy Branch

