Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Performance Realty & Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded 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; it declared that on July 22, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding by posting it to the door of the rental unit.

Pursuant to Section 90 of the *Residential Tenancy Act* a document served in this manner is deemed to have been served three days later.

Based on the written submissions of the landlord, I find that the tenant has been duly 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 documents:

- 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 October 4, 2012, providing for a monthly rent of $700.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 8, 2014 with a stated effective vacancy date of July 22, 2014, for $700.00 in unpaid rent.

Documents filed by the landlord established that the tenant failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting on the

door, on July 8, 2014. Section 90 of the Act deems the tenant to have been served on July 11, 2014.

The Notice stated that the tenant had five days from the service date to pay the rent in full 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.

I accept the evidence before me that the tenant 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. Therefore, I find that the landlord is entitled to an Order of possession.

The Residential Tenancy Policy Guideline with respect to direct requests provides that the notice of direct request package (tenant) may be served:

- by posting it on the tenant's door or in an equally conspicuous place. When the direct request proceeding package is posted on a tenant's door, a monetary order may not be issued through the direct request process.

Because the landlord served the Notice of Direct Request by posting and not by registered mail or personal service, the landlord is not entitled to a monetary order on this application. The landlord did not apply for a monetary order in this proceeding.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant and this Order may be filed in the Supreme Court 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 06, 2014

Residential Tenancy Branch