



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR

This matter proceeded 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 12, 2014, the landlord personally served the tenant with the Notice of Direct Request Proceeding.

### Issues 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 Proceeding;
- A copy of the residential tenancy agreement which was signed by the parties on July 09, 2014, indicating that the tenant is obligated to pay \$4,250.00 in rent in advance on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on July 26, 2014, with a stated effective vacancy date of August 06, 2014, for \$4,454.00 in unpaid rent effective July 13, 2014, and
- A copy of the Proof of Service of the Notice to End Tenancy showing that the 10 Day Notice to End Tenancy was served on the tenant by way of being “pushed under the door” on July 26, 2014.

The Notice restates section 46(4) of the Act which provides that the tenant had 5 days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice to End Tenancy within 5 days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

Analysis

The Proof of Service for a Notice to End Tenancy clearly describes the 7 ways in which the Notice to End Tenancy may be served. I find that service of the Notice to End Tenancy by way of being “pushed under the door” does not satisfy the requirements for service of the Notice to End Tenancy in a Direct Request Proceeding.

Further to the above, I note that even while the written tenancy agreement provides that the tenancy began on July 13, 2014, the Notice to End Tenancy also documents that \$4,454.00 was unpaid when due on July 13, 2014.

Conclusion

The landlord’s direct request application is hereby dismissed with leave to reapply for a participatory hearing.

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 19, 2014

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Residential Tenancy Branch

