



# 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

### Introduction

This matter was conducted in response to a Landlord's Application for Direct Request for an Order of Possession and a Monetary Order for unpaid rent, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act").

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for only **one** of the Tenants named in the Landlord's application. The Proof of Service document specifically requires the Landlord to submit a **separate** Proof of Service for each named Tenant, which the Landlord has failed to do.

However, the Landlord did provide photographic evidence showing that two separate Notice of Direct Proceeding documents were served to each Tenant by attaching them to the rental unit door on November 20, 2014. Under these circumstances, I am satisfied that the Landlord served each Tenant in accordance with the Act.

In consideration of the manner in which the Tenants were served, Section 89(1) of the Act does **not** allow a Notice of Direct Request Proceeding to be served to a Tenant by posting it to the door **for a monetary claim**. This is also stipulated on the Proof of Service document. As the Landlord has failed to serve the Notice of Direct Request to the Tenant in accordance with Section 89(1) of the Act, I dismiss the monetary portion of the Landlord's application **with** leave to reapply.

However, in relation to the Landlord's application for an Order of Possession, Section 89(2) (d) of the Act does allow a Landlord to serve the Notice of Direct Request by posting it to the Tenant's door. Section 90(c) of the Act provides that a document served in this manner is deemed to have been received three days later. Based on this, I find that the Tenants were served with the Notice of Direct Request Proceeding on November 23, 2014, only in relation to the Landlord's application requesting an Order of Possession.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a tenancy agreement signed by the Landlord and the Tenants on July 8, 2014 for a tenancy commencing on August 1, 2014. The tenancy agreement establishes that rent is payable in the amount of \$900.00 on the first day of each month;
- A copy of a two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") with an effective vacancy date of November 14, 2014 due to \$900.00 in unpaid rent due on November 1, 2014. However, the Notice is not dated.
- A copy of the Proof of Service of the Notice which shows the Landlord's agent served the Notice to the Tenants on November 4, 2014 by attaching it to the Tenants' door with a witness who signed the Proof of Service document verifying this method of service; and;
- The Application for Direct Request made on November 18, 2014 and the Monetary Order Worksheet claiming unpaid rent for November, 2014 in the amount of \$900.00

Analysis

Section 52 of the Act requires a Notice must be signed and dated by the Landlord. Section 68 of the Act allows an Arbitrator to amend the Notice if satisfied that the Tenant ought to have known the omission.

On this occasion, I find that the effective vacancy date of the Notice was documented on the Notice and therefore this would have provided sufficient information for the Tenants to know their tenancy was being ended through the Notice. I also find that the omission of this information on the Notice would not have hindered the Tenant's right to dispute the Notice or pay the outstanding rent. The Proof of Service document shows that the Notice was served to the Tenants on November 4, 2014 and I amend the Notice accordingly.

I have reviewed the evidence and I accept that the Tenants were served with the Notice on November 4, 2014 by attaching it to their rental unit door with a witness in accordance with Section 88(g) of the Act.

Pursuant to Section 90(c) of the Act, I find that the Tenants were deemed to be served the Notice on November 7, 2014 and the date of vacancy on the Notice is automatically corrected to November 17, 2014 pursuant to Section 53 of the Act.

I accept the evidence that the Tenants failed to dispute the Notice or pay the outstanding rent on the Notice within the five days provided under Section 46(4) of the Act. Therefore, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on the corrected vacancy date of the Notice.

As a result, the Landlord is entitled to an Order of Possession for unpaid rent.

#### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **2 days after service on the Tenants**. This order may then be filed and enforced in the Supreme Court 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: December 02, 2014

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Residential Tenancy Branch

