



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMMEUBLES NATALIE INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

This matter preceded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 15, 2015 the Landlord served the Tenant with the Notice of Direct Request Proceeding by posting it on the door of the rental unit. Section 90 of the *Act* determines that a document served by posting it on the door is deemed to have been served on the third day after it is posted, which in these circumstances is January 18, 2015.

Based on the written submissions of the Landlord, I find the Tenant has been served with the Direct Request Proceeding documents in accordance with section 89(2) of the *Act*. I therefore find that I am able to consider the Landlord's application for an Order of Possession.

Based on the written submissions of the Landlord, I find the Tenant has not been served with the Direct Request Proceeding documents in accordance with section 89(1) of the *Act*. Section 89(1) of the *Act* does not authorize an Applicant to notify a Respondent of a monetary claim by posting it on the door. I therefore find that I am unable to consider the Landlord's application for a monetary Order and I dismiss that portion of this Application for Dispute Resolution, with leave to reapply on that specific issue.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession, pursuant to section 55 of the *Act*?

Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant.
- A copy of a residential tenancy agreement, which appears to be signed by the Tenant, which indicates that the tenancy began on March 26, 2014 and that the Tenant agreed to pay rent of \$780.00 by the first day of each month.
- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent, dated January 03, 2015, which appears to be signed by the Landlord. The Notice declares that the Tenant must vacate the rental unit by January 13, 2015, as the Tenant has failed to pay rent in the amount of \$200.00 that was due on January 01, 2015. The Notice declares that the tenancy will end unless the Tenant pays the rent or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy in which the Landlord declared that he posted the Notice at the rental unit on January 03, 2015, in the presence of a third party, who also signed the Proof of Service.
- A copy of a Monetary Order Worksheet that indicates \$580.00 in rent was paid on January 01, 2014 but that the remaining rent of \$200.00 has not been paid.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$780.00 by the first day of each month and that the Tenant had not paid rent all the rent for January of 2015 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant paid the outstanding rent since the Application for Dispute Resolution was filed.

On the basis of the undisputed evidence, I find that a Ten Day Notice to End Tenancy was posted at the rental unit on January 03, 2015. I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside this Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on the effective date of the Notice to End Tenancy, which was ten days after the Tenant is deemed to have received the Notice that was posted on January 03, 2015.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia 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 *Act*.

Dated: January 23, 2015

Residential Tenancy Branch

