



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REALTY ONE REAL ESTATE LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPR-DR, MNR-DR, FFL

### Introduction

This matter proceeded by way of an ex parte Direct Request Proceeding pursuant to section 55(4) of the Residential Tenancy Act (the Act) and dealt with an Application for Dispute Resolution filed by the Landlord for an order of possession and a monetary order for unpaid rent and to recover the filing fee.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that they served the Tenant with the Notice of Dispute Resolution Proceeding and supporting documents by attaching a copy to the Tenant's door on February 9, 2022, which service was witnessed by A.A. and was further supported by photographs of these documents being left at the Tenant's door. In accordance with sections 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on February 12, 2022, three days after they were attached to the Tenant's door.

However, section 89(1) of the Act does not allow for the Notice of Direct Request Proceeding to be given to the tenant by attaching a copy to a door at the address where the tenant resides when seeking monetary relief.

Section 89(2) of the Act does allow for the Notice of Direct Request Proceeding to be given to the tenant by attaching a copy to a door at the address where the tenant resides only when considering a request for an order of possession for the landlord.

As I have determined that the Landlord has served the Notice of Direct Request Proceeding by attaching a copy to the Tenant's door, I find I am unable to consider the Landlord's request for a monetary order for unpaid rent. This aspect of the Landlord's application is dismissed with leave to reapply.

### Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the Act?
2. Is the Landlord entitled to recover the filing fee pursuant to section 72 of the Act?

### Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement signed by the parties on October 22, 2022, indicating a monthly rent in the amount of \$1,350.00 due on the first day of each month, for a tenancy commencing on November 1, 2020;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 11, 2021, for \$2,700.00 in unpaid rent (the 10 Day Notice). The 10 Day Notice provides that the Tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of January 21, 2022;
- A copy of a signed Proof of Service Notice to End Tenancy document which indicates that the 10 Day Notice was served on the Tenant by attaching a copy to the door of the Tenant's residence on January 11, 2022, which service was witnessed by A.A.; and
- A copy of a Direct Request Worksheet showing the rent due and paid during the relevant period.

### Analysis

I have reviewed all documentary evidence and I find that the Tenant was obligated to pay monthly rent in the amount of \$1,350.00.

In accordance with sections 88 and 90 of the Act, I find that the Tenant is deemed to have received the 10 Day Notice on January 14, 2022, three days after it was attached to the Tenant's door.

I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act.

I accept the evidence before me that the Tenant failed to pay the rent owed in full and did not dispute the 10 Day Notice within five days after receipt in accordance with 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 January 24, 2022, the corrected effective date of the 10 Day Notice.

Therefore, I find the Landlord is entitled to an order of possession which will be effective two days after it is served on the Tenant.

Having been partially successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application.

### Conclusion

The Landlord's request for a monetary order for unpaid rent is dismissed with leave to reapply.

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$100.00 in recovery of the filing fee. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: February 24, 2022

---

Residential Tenancy Branch