



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing  
Society 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 by the landlord to obtain an Order of Possession based on unpaid rent, to obtain monetary compensation for unpaid rent, and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlord on April 26, 2022.

The landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that the landlord sent the tenant the Notice of Dispute Resolution Proceeding - Direct Request by registered mail to the rental unit. The landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this mailing took place on May 12, 2022.

Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on May 12, 2022 and are deemed to have been received by the tenant on May 17, 2022, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application 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 which was signed by the landlord and the tenant, indicating a monthly rent of \$860.00, due on the first day of each month for a tenancy commencing on April 1, 2017
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated April 6, 2022, for \$18,380.00 in unpaid rent. The 10 Day Notice provides that Person S.M. 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 April 19, 2022
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that a 10 Day Notice was posted to Person S.M.'s door on April 6, 2022
- A Direct Request Worksheet and ledger showing the rent owing and paid during the relevant portion of this tenancy

### Analysis

In an *ex parte* Direct Request Proceeding, the onus is on the landlord to ensure that all submitted evidentiary material is in accordance with the prescribed criteria and that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the landlord cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

The landlord has indicated on their Application for Dispute Resolution by Direct Request that they are seeking an Order of Possession and monetary compensation based on a 10 Day Notice that was posted to the tenant's door on April 6, 2022.

However, I find that the submitted 10 Day Notice dated April 6, 2022 was issued to Person S.M. for a rental unit that is not the tenant's address. I find that the Proof of Service discussing service of the 10 Day Notice dated April 6, 2022 is also related to Person S.M. and not the tenant.

For this reason, the landlord's application for an Order of Possession and a Monetary Order for unpaid rent based on the 10 Day Notice dated April 6, 2022 is dismissed with leave to reapply.

I note the landlord submitted copies of past 10 Day Notices that were issued to the tenant. However, I find I am not able to confirm whether the tenancy was reinstated since these older 10 Day Notices were issued.

For this reason, I find I cannot consider any of the previously issued 10 Day Notices in this Direct Request Proceeding.

As the landlord was not successful in this application, I find the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I dismiss the landlord's application for an Order of Possession and a Monetary Order for unpaid rent with leave to reapply.

I dismiss the landlord's application to recover the filing fee paid for this application without leave to reapply.

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: June 13, 2022

---

Residential Tenancy Branch