



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DIRECT REQUEST DECISION

Dispute Codes

OPR, MNR, MNSD, FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 19, 2009 the landlord served the tenant with the Notice of Direct Request Proceeding by posting it on the tenant's door. Section 90 of the Residential Tenancy Act determines that a document posted is deemed to have been served in three days.

Based on the written submissions of the landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent pursuant to sections 55 of the *Residential Tenancy Act (Act)*. I have reviewed all documentary evidence submitted by the landlord.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service to the tenant of the Notice of Direct Proceeding

- A copy of a residential tenancy agreement which was signed by the parties indicating \$800.00 per month rent and that a deposit of \$400.00 was paid on November 18, 2008.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 7, 2009 with a vacancy date of April 18, 2009 and \$800.00 in rental arrears

No copy of the resident ledger or account was submitted. However, the evidence filed by the landlord indicates that the tenant had failed to pay rent owed for the month of April, 2009. The evidence indicates that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by posting the Notice on the door on the afternoon of April 7, 2009. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days and did not pay the arrears within five days. I accept that the tenant has been served with notice to end tenancy as declared by the landlord and did not pay.

Analysis

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 the effective date of the Notice.

Conclusion

I find that the landlord is entitled to an Order of Possession effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

May 2009

Date of Decision

Dispute Resolution Officer