



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DIRECT REQUEST DECISION

Dispute Codes

OPR, FF

Introduction

The 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 4, 2009, the landlord served the tenants with the Notice of Direct Request Proceeding by registered mail and provided a receipt to confirm service by registered mail. I find that the registered mail was addressed simultaneously to both tenants on a single piece of mail with the two names shown as the recipient at the rental unit address.

The landlord also indicated that the tenant was served in person, without identifying which one of the tenants had been served in person. As this application is for an Order of Possession and not a monetary order, I find that the tenant has been duly served pursuant to section 88 of the Act.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and reimbursement for the cost of the Application for Dispute Resolution, pursuant to sections 55 and 72 of the *Residential Tenancy Act (the Act)*. I have reviewed all documentary evidence.

Proof of Service of 10 Day Notice to End Tenancy

The landlord submitted a copy of the Application for Dispute Resolution and a "Proof of Service" form stating that the Ten-Day Notice to End Tenancy, was served both in person to the one of the tenants at 1:00 p.m. on April 14, 2009 and sent to the parties by registered mail on the same date. The purpose of serving documents under the *Act* is to notify the person being served of their failure to comply with the *Act* and of their rights under the *Act* in response. The landlord is seeking to end the tenancy due to this breach and the landlord has the burden of proving that the tenant was served with the 10 day Notice to End Tenancy

Section 89(2) of the *Act* determines that the landlord may leave a copy of the Application for Dispute Resolution related to a request for an order of possession at the tenant's residence with an adult who apparently resides with the tenant. I find that both parties have been sufficiently served with the portion of the Application for Dispute Resolution relating to section 55 of the *Act*, requesting an order of possession.

Accordingly, I find that the tenant was properly served with the Ten-Day Notice to End Tenancy for Unpaid Rent.

Analysis

I find that the tenant was served with a Ten-Day Notice to End Tenancy for Unpaid Rent, a copy of which is in evidence. The Notice indicated that the tenant was in rental arrears for \$3,400.00.

Based on the evidence, I find that the tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession.

Conclusion

I hereby issue an Order of Possession in favour of the landlord 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.

I find that the landlord is entitled to be reimbursed for the \$50.00 paid for this application and order that this amount be retained from the tenant's security deposit.

June 2009

Date of Decision

Dispute Resolution Officer