



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes

OPR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 22, 2009 the Landlord served the Tenants with the Notice of Direct Request Proceeding by registered mail.

The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which indicates that the Landlord mailed a package to female Tenant at the rental unit. The Canada Post Website shows that this package was mailed on May 22, 2009 and has not yet been picked up by the recipient.

The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which indicates that the Landlord mailed a package to the male Tenant at the rental unit. The Canada Post Website shows that this package was mailed on May 22, 2009 and has not yet been picked up by the recipient.

The Landlord received the Direct Request Proceeding package on May 22, 2009 and initiated service that day. Section 90 of the Residential Tenancy Act determines that a document served by mail is deemed to have been served on the fifth day after it is mailed, which in these circumstances is May 25, 2009.

Based on the written submissions of the Landlord, I find the Tenants have been 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 section 55 of the *Act*.

### Background and Evidence

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

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- A copy of the Proof of Service of the Notice of Direct Proceeding.
- A copy of a residential tenancy agreement between the Landlord and the Tenants. This agreement indicates that the tenancy began on May 01, 2009 and that the Tenants were required to pay monthly rent of \$600.00.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was signed on May 09, 2009, which states that the Tenants must vacate the rental unit by May 21, 2009 as they have failed to pay rent in the amount of \$550.00, which was due on May 01, 2009. The Notice states that the tenancy will end unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.
- A copy of a Proof of Service of the 10 Day Notice to End Tenancy, in which the male Landlord declared that he posted the Notice on the front door of the rental unit on May 09, 2009 at 0900 hours, in the presence of his wife, who also signed the Proof of Service.
- A copy of a cheque written to the Landlord, in the amount of \$800.00, that was returned due to insufficient funds.

In the Application to Review the Landlord stated the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the door on May 09, 2009.

In the Application to Review, the Landlord stated that the Tenants failed to pay the rent (for May of 2009) or their security deposit. The Landlords made no monetary claim in this Application for Dispute Resolution.

## Analysis

Based on the evidence provided by the Landlord, I find that a 10 Day Notice to End Tenancy was posted on the front door of the rental unit on May 09, 2009.

In the absence of evidence to the contrary, I find that the Tenants had not paid rent that was due on May, 2009, as stated on the 10 Day Notice to End Tenancy, by the time the Landlord filed the Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent since the Landlord filed the Application for Dispute Resolution.

I have no evidence to show that the Tenants filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I



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therefore find that the Tenants accepted that the tenancy ended ten days after they are deemed to have received the Notice.

## Conclusion

I find that the Landlord is entitled to an Order of Possession effective two days after service on the Tenants. This Order may be served on the Tenants, 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 *Residential Tenancy Act*.

Dated: June 02, 2009.

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Dispute Resolution Officer