

## **DECISION**

### **Dispute Codes**

OPR, MNR

### **Introduction**

This matter was conducted by way of 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 for an Order of Possession and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 21, 2010 the Landlord's agent mailed the Notice of Direct Request Proceeding to the Tenant, by registered mail, to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the written submissions of the Landlord, I find that the Tenant has been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

- Is the Landlord entitled to an Order of possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?

### **Background and Evidence**

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon the Tenant;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on February 5, 2010, indicating a monthly rent of \$1,055.00 due on the first day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 7, 2010, with a stated effective vacancy date of June 17, 2010, for \$1,055.00 in unpaid rent, \$45.00 in unpaid parking fee and a late fees.

Documentary evidence filed by the Landlord indicates that the Tenant failed to pay rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the

Notice to the door of the rental unit on July 7, 2010, at 2:25 p.m. The Proof of Service documents was signed by a Witness.

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 from the date of service.

### **Analysis**

I have reviewed all documentary evidence and accept that the Tenant was served with the Notice to End Tenancy by posting the Notice on the Tenants' door. Service in this manner is deemed to be effected three days after posting the Notice (July 10, 2010).

I accept the evidence before me that the Tenant failed to pay the rent owed in full within the 5 days granted under 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 the effective date of the Notice. Further to the provisions of Section 68 of the Act, I find that the tenancy ended on July 20, 2010.

I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of \$1,055.00.

### **Conclusion**

I hereby provide the Landlord with an Order of Possession effective **two days after service of the Order** upon the Tenant. The Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$1,055.00**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) 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: July 29, 2010

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Dispute Resolution Officer