



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DIRECT REQUEST DECISION

Dispute Codes

OPR

Introduction

The Hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) 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 December 17, 2010 at 3:00 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Under the Act a mailed item is deemed to be received in five 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 issue to be decided is whether the landlord is entitled to an Order of Possession for unpaid rent pursuant to section 55 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 tenancy agreement, a copy of the Ten-Day Notice to End Tenancy for Unpaid Rent and a "Proof of Service" form stating that the Ten-Day Notice, was served to the tenant by posting it on the door on December 3, 2010 at 3:15 p.m. in front of a witness.

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, seeking to end the tenancy due to this breach has the burden of proving that the tenant was served with the 10 day Notice to End Tenancy and I find that the landlord has met this burden.



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Analysis

Submitted into evidence was a copy of the tenancy agreement signed on September 23, 2009 showing rent set at \$900.00 per month and security deposit in the amount of \$450.00. No copy of the tenant's rent account ledger was submitted. However, in the Application of Direct Request, the landlord indicated that the tenant was in arrears for accrued rent. And the Ten Day Notice to End Tenancy for Unpaid Rent indicated that the tenant owed \$1,768.67.

Based on the evidence, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid all of 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.

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: December 2010.

Residential Tenancy Branch