



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 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, in which an agent for the Landlord declares that on June 02, 2011 she personally served both Tenants with the Notice of Direct Request Proceeding at the rental unit address. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served personally on the same day of service. Based on the written submissions of the Landlord and in the absence of evidence to the contrary, I find the Tenants have been served with the 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 submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding
- A copy of a residential tenancy agreement, which appears to be signed by both Tenants and which indicates that the tenancy began on December 01, 2010 and that the rent of \$750.00 per month is due on the first day of each month

- A copy of a ledger that shows that by June 01, 2011 the Tenant had not yet paid all the rent that was due on May 01, 2011
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by an agent for the Landlord and is dated May 04, 2011 which declares that the Tenants must vacate the rental unit by May 14, 2011 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. The Notice declares that the Tenants owe rent, in the amount of \$550.00, for unpaid rent that was due on May 01, 2011
- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which an agent for the Landlord stated that he posted the Notice on the Tenant's door on May 04, 2011 in the presence of another employee, who also signed the Proof of Service.

On the Application for Dispute Resolution, the Landlord indicates that the Notice to End Tenancy was posted on May 04, 2011.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants entered into a tenancy agreement that required the Tenants to pay monthly rent of \$750.00 on the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants had not paid rent all of the rent that was due on May 01, 2011 by June 01, 2011.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a Ten Day Notice to End Tenancy was posted at the rental unit on May 04, 2011.

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 therefore find that the Tenants accepted that the tenancy ended ten days after the Tenants are deemed to have received a Notice that was posted on May 04, 2011.

Conclusion

I find that the Landlord is entitled to an Order of Possession effective two days after service on the Tenant. This Order may be served on the Tenant, 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 10, 2011.

Residential Tenancy Branch