



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes OPR,

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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding on the Tenant. The Proof of Service document declares that on June 20, 2011 at 4:45 p.m., the Landlord served the Notice of Direct Request Proceeding on the Tenant by leaving the documents with the Tenant at the rental unit. Based on the written submissions of the Landlord, I find that the Tenant was served with the Direct Request Proceeding documents further to the provisions of Section 89(1)(a) of the Act.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of possession?

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, indicating a monthly rent of \$950.00 due on the fifteenth day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 26, 2011, with an effective vacancy date of June 6, 2011, for \$950.00 in unpaid rent that was due on May 15, 2011.

The Landlord's Application for Dispute Resolution filed June 20, 2011, indicates that the Landlord seeks to end the tenancy for unpaid rent or utilities.

The Landlord's documentary evidence indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by registered mail to the rental unit on May 26, 2011. The Landlord provided a copy of the receipt and tracking number in evidence.

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution. The Tenant did not pay the rent arrears or 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 duly served with the Notice to End Tenancy, in accordance with the provisions of Section 88(c) of the Act. Section 90 of the Act deems service in this manner to be effected 5 days after mailing the document, May 31, 2011.

I accept the evidence before me that the Tenant failed to pay the rent owed 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 June 10, 2011. I find that the Landlord is entitled to an Order of Possession.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order** upon the Tenant. The Order may be filed in 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: July 06, 2011.

Residential Tenancy Branch