



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was conducted as a 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 which declares that the landlord served the tenants with the Notice of Direct Request Proceeding by posting on the tenant's door on December 20, 2011.

Based on the written submission of the landlord, I find that the tenants have been served with the 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. The application did not request a Monetary Order for the 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 for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on May 11, 2011 indicating a monthly rent of \$800, due on the first day of the month and that a security deposit of \$400 was paid on April 1, 2011;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was served by posting on the tenants door on December 5, 2011 with an effective end of tenancy date of December 18, 2011 taking into account three days for deemed service of documents served by posting.

Documentary evidence filed by the landlord indicates that the tenants had failed to pay \$300 of the rent due on December 1, 2011.

The Notice to End Tenancy states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants 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 tenants were served with Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenants failed to pay the rent owed within the five days granted under section 46(4) of the *Act*.

Based on the foregoing, I find that the tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice which was December 18, 2011.

Therefore, I find that the landlord is entitled to an Order of Possession as requested.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant. The Order may be filed in the Supreme Court and enforced as an Order of that Court.

The landlord remains at liberty to make application for a monetary order for unpaid rent and any further damage or losses as may be ascertained at the conclusion of the tenancy. The disposition of the security deposit remains to be dealt with in accordance with section 38 of the *Act*.

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 23, 2011.

Residential Tenancy Branch