



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This proceeding was conducted by way of 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 and a monetary order for unpaid rent.

Service of Notice of Direct Request proceeding

The landlord submitted a signed proof of Service of the Notice of Direct Request Proceeding with respect to an Application for Dispute Resolution which seeks an:

1. Order of Possession.

With respect to service of the 10 day Notice to End Tenancy for unpaid Rent, the landlord declares that the 10 day Notice to End Tenancy was served on the tenants by way of posting the notice to the rental unit door on October 4, 2011.

With respect to service of the Notice of Direct Request Proceeding, the landlord supplied Canada Post registered mail receipts showing that the tenants were served with Notice of these proceedings by way of registered mail sent October 17, 2011.

With respect to service Section 90 of the *Residential Tenancy Act* states that a document given or served in accordance with section 88 or 89 is deemed to be received as follows:

- (a) if given or served by mail, on the 5th day after it is mailed;
- (b) if given or served by fax, on the 3rd day after it is faxed;
- (c) if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;

(d) if given or served by leaving a copy of the document in a mail box or mail slot, on the 3rd day after it is left.

Based on the written submissions of the landlord, I find that the tenants have been deemed duly served with the 10 day Notice to End Tenancy and with the Notice of Direct Request Proceeding.

Issues to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord submitted the following evidence:

1. A copy of the Proof of Service of the Notice of Direct Proceeding;
2. A copy of a Residential Tenancy Agreement signed by the parties on January 20, 2010 showing a monthly rent of \$500.00 due on the first day of each month "...until the tent is off then the rent is \$725.00"; and
3. A copy of a 10 day notice to End Tenancy given for unpaid rent which was issued on October 4, 2011 with an effective date of October 19, 2011 seeking \$725.00 in unpaid rent for the month(s) of October.

The 10 day 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 that time frame and the time for doing so has now passed.

Analysis

Upon review of the evidence I find that the tenant has been served with the Notice to End Tenancy and I find that the tenants have failed to pay rent owed in full and there has been no evidence submitted to show that the tenant filed an application seeking to dispute the 10 day Notice to End Tenancy. As a result I find that the tenant is conclusively presumed under Section 46(5) of the Act to have accepted that this tenancy ended on the effective date set out on the 10 day Notice to End Tenancy.

Conclusion

The landlord is provided with a formal copy of an order of possession. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 2, 2011.
