



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR and MNR

### 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 tenant with the Notice of Direct Request Proceeding by posting on the tenant's door on June 14, 2012. This method of posting may be used when an Order of Possession is requested, but not a Monetary Order.

Based on the written submission of the landlord, I find that the tenant has 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.

### 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 tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 1, 2012 at a monthly rent of \$800 due on the first. The agreement required a security deposit of \$400, but it had not been paid at the time of the application;

- A copy of a 10 Day Notice to End Tenancy for unpaid rent which was served by posting on the tenant's door on June 5, 2012 May 7, 2012 with an end of tenancy date of June 18, 2012;

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the rent of \$800 which was due on June 1, 2012.

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

I accept the evidence before me that the tenant failed to pay the rent owed in full within the five 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 the effective date of the Notice which was June 18, 2012 taking into account the three days for deemed service of notice served by posting..

Therefore, I find that the landlord is entitled to an Order of Possession based on the Notice to End Tenancy of June 5, 2012.

### 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 the unpaid rent and any further losses or damage as may be ascertained at the conclusion of the tenancy.

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 20, 2012.

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Residential Tenancy Branch