



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **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 which declares that on June 14, 2012, the Landlord's agent RF served the Tenant with the Notice of Direct Request Proceeding by handing the documents to the Tenant at the rental unit.

Based on the written submissions of the Landlord, I find that the Tenant has been served with the Direct Request Proceeding documents.

### **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 for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the Landlord's agent and the Tenant on March 1, 2012, indicating a monthly rent of \$375.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 2, 2012, with a stated effective vacancy date of June 12, 2012, for \$775.00 in unpaid rent that was due on June 1, 2012, plus "\$95.00 for unpaid rent for April".

- A copy of a notice to end tenancy from a different occupant of the rental unit, ending the tenancy “at the end of May, 2012”.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the documents to the Tenant’s door on June 3, 2012, at 7:40 p.m. The Proof of Service document is signed by a witness.

The Notice 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 the tenancy as declared by the Landlord. Service in this manner is deemed to be effected 3 days after posting the document.

The Landlord's application does not make clear how the Landlord arrives at the sum of \$775.00 being owed when the tenancy agreement indicates that rent is \$375.00. However, the Landlord is not seeking a monetary order. I accept the evidence before me that the Tenant did not dispute the Notice to End Tenancy and has not paid rent owed within the 5 days granted under section 46 (4) of the *Act*.

Section 53 of the *Act* automatically changes an incorrect effective date on a Notice to End Tenancy. 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 is June 16, 2012.

Therefore, I find that the Landlord is entitled to an Order of Possession effective **June 16, 2012**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlord an Order of Possession effective **June 16, 2012**. This Order must be served on the Tenant and may be filed in the Supreme Court 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 15, 2012.

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Residential Tenancy Branch