



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

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 has not requested a Monetary Order.

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 registered mail sent on July 24, 2012.

Based on the written submission of the landlord, I find that the tenant had 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 March 17, 2010 setting a monthly rent of \$800 due on the first day of the month, which by two notices of rent increase submitted into evidence raised the monthly rent to the present \$830. A security deposit of \$400 was paid March 17, 2010.

- A copy of a 10 Day Notice to End Tenancy for unpaid rent which was served by posting on the tenant's door on July 3, 2012 with an end of tenancy date of July 16, 2012.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay \$579 of the rent due on July 1, 2012, an amount that remained unpaid at the time the landlord filed the evidence on July 24, 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 which would have been July 28, 2012.

The landlord has not requested a Monetary Order for the rent shortfall.

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* which was July 11, 2012 taking into account three days for deemed service of the document served by posting.

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 July 16, 2012.

Therefore, I find that the landlord is entitled to an Order of Possession based on the Notice to End Tenancy of July 3, 2012.

The landlord remains at liberty to make application for the unpaid rent and any damage or losses as may be ascertained at the conclusion of the tenancy.

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.

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: August 01, 2012.

Residential Tenancy Branch