



# 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 and dealt with an application 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 August 15, 2012, the landlord served the tenant with the Notice of Direct Request Proceeding by way of personal service to the tenant at the rental unit address.

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 the requested orders?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding;
- A copy of the tenancy agreement which was signed by the parties on indicating a monthly rent of \$1,150.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy dated August 3, 2012, with a stated effective date of August 13, 2012.

Documentary evidence filed by the landlord indicates that the tenant failed to pay rent owed and was served the 10 Day Notice to End Tenancy by posting to the tenant's door on August 3, 2012 at 5:10 p.m. with another person present as a witness. The Act deems the tenant was served on August 6, 2012.

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 pay the rent or 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 has been served with notice to end tenancy as declared by the landlord.

The notice is deemed to have been received by the tenant on September 10, 2011.

I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*. There is no evidence before me that the tenant disputed the Notice.

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.

Therefore, I find that the landlord is entitled to an Order of possession.

### Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant. This Order 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*.