



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

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 January 18, 2013 the landlord posted the Notice of Direct Request Proceeding on the door of the rental unit in the presence of a witness.

Section 89(2) of the Act provides that an Application for Dispute Resolution may be posted on the tenant's door where the landlord is seeking an Order of Possession. Section 90 of the Act determines that the documents are deemed to have been received three days later.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents for purposes of an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request;
- A copy of a residential tenancy agreement which was signed by the tenant on June 21, 2011, indicating the tenancy was undertaking to provide the tenant with a rent subsidy and that the monthly rent is due on the 1st day of every month for the "Full Rent Amount" or the "Tenant Rent Contribution" as the case may be;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 8, 2013 with a stated effective vacancy date of January 21, 2013, for \$140.00 in unpaid rent as of January 1, 2013;

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenant's door on January 8, 2013 in the presence of a witness; and,
- A copy of a letter addressed to the tenant dated January 8, 2013 indicating her rent cheque for \$140.00 was returned NSF.

The 10 Day 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.

In the details of dispute the landlord states that the tenant's rent cheque for January 2013 was returned NSF the 10 Day Notice was served January 8, 2013; and, as of January 17, 2013 the rent remained outstanding. The landlord further states that the full rent is \$1,033.00 and that the tenant's contribution, after subsidy, is \$140.00. Finally, the landlord indicates that the landlord has agreed to end the tenancy as of January 31, 2013.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with a 10 Day Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay the tenant's rent contribution of \$140.00 in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, 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 tenancy ended January 21, 2013 and the landlord is entitled to an Order of Possession.

In keeping with the landlord's agreement to end the tenancy January 31, 2013, I provide the landlord with an Order of Possession to serve upon the tenant with an effective date of January 31, 2013.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective January 31, 2013 to serve upon the tenant.

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: January 22, 2013

Residential Tenancy Branch

