



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of 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 March 12, 2013, the landlord served the tenant in-person with the Notice of Direct Request Proceeding.

Section 90 of the Act provides that a document served in this manner is deemed to have been received on that same date. Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issues 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 Request Proceeding;
- A copy of the residential tenancy agreement which was signed by the parties on December 21, 2011, indicating that the tenant is obligated to pay \$650.00 in rent in advance on the first day of each month;
- A copy of the Notice of Rent Increase dated October 9, 2012, showing that the new rent will be \$674.70 effective February 1, 2013 (an increase of \$24.70);
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on March 2, 2013, with a stated effective vacancy date March 12, 2013, for \$1,349.40 in unpaid rent as at March 1, 2013, and

- A copy of the Proof of Service of the Notice to End Tenancy showing that the landlord served the notice to end tenancy in-person on the tenant on March 3, 2013.

Section 90 of the Act provides that as the notice to end tenancy was served in-person on March 3, 2013, the tenant is deemed to have received the notice on that same date.

The Notice restates section 46(4) of the Act which provides that the tenant had 5 days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice to End Tenancy within 5 days from the date of service and the landlord alleged that the tenant did not pay the full amount of rental arrears.

Analysis

I find the tenant received the notice to end tenancy on March 3, 2013. I accept the landlord's evidence and I find the tenant neither paid the full amount of rental arrears, nor applied to dispute the notice. The tenant is therefore conclusively presumed to have accepted that tenancy ended on the effective date of the notice. I grant the landlord an **order of possession** which must be served on the tenant. Should the tenant fail to comply, the order may be filed for enforcement in the Supreme Court.

The landlord has not presently applied for a monetary order for unpaid rent.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: March 20, 2013

Residential Tenancy Branch

