



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (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 in which an agent for the Landlord declared that on March 13, 2013 the agent for Landlord personally served the Tenant with the Notice of Direct Request Proceeding at the rental unit. Based on the written submissions of the Landlord, I find the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent, pursuant to section 55 of the *Act*?

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant
- A copy of a residential tenancy agreement that appears to be signed by the Tenant, which indicates that the tenancy began on October 01, 1991; that the rent of \$1,688.00 is due by the first day of the month; and that the rent may be subsidized
- A copy of a payment record that indicates the Tenant has been charged monthly rent that is less than \$1,688.00 since August 01, 2011; that rent was in arrears on March 01, 2013; and that it was still in arrears on March 12, 2013

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by an agent for the Landlord and is dated March 06, 2013, which declares that the Tenant must vacate the rental unit by March 16, 2013 unless the Tenant pays the rent within five days of receiving the Notice or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice indicates that the Tenant owes rent, in the amount of \$166.00, that was due on March 01, 2013.
- A copy of Proof of Service of the 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that on March 06, 2013 she personally served the Notice to a female who is named on the Proof of Service of the 10 Day Notice to End Tenancy. The female named on the Proof of Service has signed the Proof of Service to acknowledge receipt of the Notice.

On the Application for Dispute Resolution, the Landlord declared that on March 06, 2013 the 10 Day Notice to End Tenancy for Unpaid Rent was accepted by an adult who lives in the rental unit.

In the Application for Dispute Resolution the Landlord declared that rent has not been paid for March.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement, in which the Tenant agreed to pay monthly rent of \$1,688.00 by the first day of each month, although a lesser amount of rent has been charged for at least a portion of the tenancy.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that rent for March of 2013 had not been paid in full for March of 2013 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant has paid any of the outstanding rent since the Application for Dispute Resolution was filed.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that on March 06, 2013 a 10 Day Notice to End Tenancy was personally served to an adult female who lives in the rental unit.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on the effective date of the Notice, which was March 16, 2013. On this basis, 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 that is effective two days after service on the Tenant. This Order may be served on the Tenant, filed with 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 18, 2013

Residential Tenancy Branch

