



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Middlegate Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This matter proceeded 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. Although there is rent outstanding the landlord did not apply for a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding; it declared that on March 12, 2013, the landlord served the tenant with the Notice of Direct Request Proceeding by posting it to the door of the rental unit.

Pursuant to Section 90 of the *Residential Tenancy Act* a document served in this manner is deemed to have been served three days later.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord submitted the following documents:

- Copies of the Proofs 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 October 31, 2008, providing for a monthly rent of \$1007.00 due on the first day of the month; and
- A copy of a Notice of Rent Increase raising the rent to \$1,088.00 effective April, 2012; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 4, 2013 with a stated effective vacancy date of March 14, 2013, for \$1,088.00 in unpaid rent.

Documents filed by the landlord established that the tenant failed to pay all rent owed and was personally served with the 10 Day Notice to End Tenancy for Unpaid Rent on March 4, 2013.

The Notice stated that the tenant had five days from the service date to pay the rent in full 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.

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.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

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 for unpaid rent.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant and this Order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to section 67 in

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 14, 2013

