



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding O.J. Realty & Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OPR

### **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 for each of the Respondents which declare that on July 22, 2013, at 11:45 a.m., the Landlord's agent served the IG with the Notice of Direct Request Proceeding by posting the documents to the Tenant's door at the rental unit; and that on July 22, 2013, at 11:46 a.m., the Landlord's agent served the Tenant NG with the Notice of Direct Request Proceeding by posting the documents to the Tenant's door at the rental unit .

Based on the Landlord's written submissions, I find that IG and the Tenant NG have been 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 evidentiary material:

- A copy of two Proofs of Service of the Notice of Direct Proceeding;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the Tenant NG and the Landlord's agent on January 8, 2013, indicating a monthly rent of \$1,200.00 due on the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 10, 2012, with a stated effective vacancy date of July 1, 2013, for \$625.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on July 10, 2013, at 11:45 a.m. The Proof of Service document is signed by a witness.

The Notice states that the Tenant NG had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenant NG did not apply to dispute the Notice to End Tenancy within five days from the date of service.

### **Analysis**

The tenancy agreement was not signed by IG, and the front page of the tenancy agreement lists IG as an occupant and not a tenant. Therefore, I find that IG is not a tenant under the tenancy agreement and the Landlord's application against IG is dismissed. Occupants have no rights or responsibilities under the Act.

The Notice to End Tenancy has an issue date of July 10, 2012. Further to the provisions of Section 68 of the Act, I am satisfied that the Tenant NG knew, or should have known, that the issue date was July 10, 2013, and that it is reasonable to amend the Notice in the circumstances.

I have reviewed all documentary evidence and accept that the Notice to End Tenancy was posted to the Tenant NG's door on July 10, 2013. Service in this manner is deemed to be effected 3 days after posting the document, in this case July 13, 2013.

I accept the evidence before me that the Tenant NG 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 NG is conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on July 23, 2013.

Therefore, I find that the Landlord is entitled to an Order of Possession.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant NG. 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*.

Dated: July 26, 2013

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Residential Tenancy Branch

