



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CMHA Kootenays
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 which declares that on September 6, 2013, at 1:35 p.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding by leaving the documents with the Tenant at the rental unit.

Based on the Landlord's written submissions, I find that the Tenant has 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 rental unit is in subsidized housing. The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- 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 parties on April 1, 2012, indicating a monthly rent of \$257.00 due on the first day of the month, which is subject to change upon annual reviews;
- A copy of the Calculation of Rent Contribution Details;

- A copy of a receipt dated August 20, 2013, for \$261.11, marked “occupancy only”; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 13, 2013, with a stated effective vacancy date of August 23, 2013, for \$607.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that rent remains unpaid. The documentary evidence indicates that the Landlord’s agent served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving it personally with the Tenant at the rental unit on August 13, 2013, at 2:10 p.m. The Proof of Service document is signed by a witness.

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 was served with Notice to End Tenancy on August 13, 2013.

I accept the evidence before me that the Tenant 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 August 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. 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: September 18, 2013

Residential Tenancy Branch

