



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LTD Partnership
and [tenant name suppressed to protect privacy]

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 December 18, 2013 the agent for Landlord posted the Notice of Direct Request Proceeding at the rental unit. Based on the written submission, I find the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession, 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 in February of 2012 and that the rent of \$750.00 is due by the first day of the month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which appears to be signed by an agent for the Landlord and is dated December 03, 2013, which declares that the Tenant must vacate the rental unit by December 15, 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 \$703.02, that was due on December 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 the agent for the Landlord posted the Notice on the Tenant's door on December 03, 2013, in the presence of a third party, who also signed the Proof of Service.
- A copy of a rent ledger that indicates rent for December is outstanding.

On the Application for Dispute Resolution, the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the door on December 03, 2013.

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 \$750.00 by the first day of each month; that rent for December of 2013 was not paid, in full, by the time the Landlord filed this Application for Dispute Resolution; and that a 10 Day Notice to End Tenancy was posted at the rental unit on December 03, 2013.

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 ten days after the Tenant is deemed to have received the Notice that was posted on December 03, 2013. On this basis, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant the Landlord 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: December 30, 2013

Residential Tenancy Branch

