



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HK Pacific Holdings 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 22, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding by posting the documents to the door of the rental unit.

Section 90 of the Act determines that a document served in this manner is deemed to have been received 3 days after service.

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

### Issues 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 the Proof of Service of the Notice of Direct Request Proceeding;
- A copy of a residential tenancy agreement which was signed by the parties on September 22, 2013, indicating that the tenant is obligated to pay \$1,010.00 in rent in advance on the first day of the month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) which the landlord served on the tenant on January 2, 2014 for \$1,010.00 in unpaid rent due in the month of January;
- A copy of the Proof of Service of the Notice showing that the landlord served the Notice on the tenant by posting the notice to the door of the rental unit;
- Copies of receipts showing that a payment of \$180.00 was made by the tenant on January 6, 2014 and a further payment of \$500.00 was made by the tenant on January 15, 2014, both of which were accepted for use and occupancy only.

Section 90 of the Act provides that because the Notice was served by posting, the tenant is deemed to have received the Notice 3 days later on January 5, 2014.

The Notice restates section 46(4) of the Act which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the full amount of rental arrears.

#### Analysis

I find that the tenant received the Notice on January 5, 2014. I accept the landlord’s undisputed evidence and I find that the tenant did not pay the full amount of rental arrears and did not apply to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

#### Conclusion

I grant the landlord an order of possession.

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: January 27, 2014

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Residential Tenancy Branch

