



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act") in response to an application made by the Landlord for an Order of Possession for unpaid rent.

The Landlord submitted a signed Proof of Service declaring that the Notice of Direct Request was served to the Tenant personally on March 12, 2014. As a result, I find that the Landlord served the Tenant with Notice of Direct Request Proceeding documents pursuant to Section 89(1) (a) of the Act.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a tenancy agreement which was signed by the Landlord on June 17, 2011 and the Tenant on June 15, 2011 for a tenancy commencing on July 1, 2011. The monthly rent of \$1,010.00 is payable by the Tenant in advance on or before the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on March 4, 2014 with an expected vacancy date of March 17, 2014 due to \$1,020.00 in unpaid rent due on March 1, 2014. Both pages of the two page approved form were provided;
- A copy of the Proof of Service of the Notice declaring the Landlord served the Notice to the Tenant on March 4, 2014 with a witness. The Tenant signed the Proof of Service document acknowledging receipt of the Notice; and,

- The Landlord's Application for Dispute Resolution which was made on March 12, 2014 requesting an Order of Possession.

Analysis

I have reviewed the documentary evidence and accept that the Tenant was personally served with the Notice, which complied with the Act. This is based on the Tenant's own acknowledgment confirming receipt of the Notice as well as the fact that the Notice was served to the Tenant in the presence of a witness.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay the rent within the 5 days provided under Section 46(4) of the Act. Therefore, 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. As a result, the Landlord is entitled to an Order of Possession.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the Landlord effective **2 days after service on the Tenant**. This order may then be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the order.

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 17, 2014

Residential Tenancy Branch

