



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DIRECT REQUEST DECISION

Dispute Codes OPR

Introduction

The Hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of 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 February 24, 2014 at 10:00 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding by posting it on the door. Under the Act a posted item is deemed to be received in three days.

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

Issue(s) to be Decided

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

Proof of Service of 10 Day Notice to End Tenancy

The landlord submitted a copy of the tenancy agreement, a copy of the Ten-Day Notice to End Tenancy for Unpaid Rent and a "Proof of Service" form stating that the 10-Day Notice, was served to the tenant by posting it on the door on January 6, 2014 at 10:00 p.m. in front of a witness.

The purpose of serving documents under the *Act* is to notify the person being served of their failure to comply with the Act and of their rights under the *Act* in response. The landlord, seeking to end the tenancy due to this breach has the burden of proving that the tenant was served with the 10-Day Notice to End Tenancy and I find that the landlord has met this burden.

Analysis

Submitted into evidence was a copy of the tenancy agreement signed on September 30, 2013 showing rent set at \$850.00 per month. No copy of the tenant's rent account ledger was submitted.

In the Application of Direct Request, the landlord indicated that the tenant was in arrears for \$850.00 rent for January and \$850.00 rent for February 2014. However, the 10- Day Notice to End Tenancy for Unpaid Rent indicated that, as of January 6, 2014 the tenant already owed \$1,700.00. It is not clear whether the tenant made a partial payment of the \$1,700.00 arrears owed on January 6, 2014. In any case, I accept that the tenant is clearly in arrears for rent.

Based on the evidence, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid all of the outstanding rent and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted 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: March 11, 2014

Residential Tenancy Branch

