



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KAMLOOPS NATIVE HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR

### Introduction

The landlord applied for an Order of Possession for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 30, 2014 the landlord sent the Notice of Direct Request Proceeding to the tenant at the rental unit via registered mail. The landlord provided a registered mail receipt, including tracking number, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing.

Based on the written submissions of the landlord, I find that the tenant is deemed to have been served with the Direct Request Proceeding documents.

### 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 residential tenancy agreement indicating the tenancy commenced April 1, 2013 for a monthly rent of \$1,200.00 due on the 1<sup>st</sup> day of every month, less any applicable rent subsidy;
- A copy of the tenant's ledger indicating the tenant's rent contribution was \$257.00 per month and the rent payment for June 2014 was returned as "NSF".
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 14, 2014 with a stated effective vacancy date of July 24, 2014, for \$257.00 in unpaid rent as of June 1, 2014; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord sent the 10 Day Notice to the tenant at the rental unit on July 14, 2014 and the registered mail receipt.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

In the details of dispute the landlord states that the tenant's net rent payment for June 2014 was returned for insufficient funds and the tenant has not made any attempt to pay the outstanding rent to the landlord.

### Analysis

I have reviewed all documentary evidence and I accept that the 10 Day Notice was sent to the tenant via registered mail on July 14, 2014. As such, I find the tenant is deemed to have received the 10 Day Notice five days after it was mailed to her as provided under section 90 of the Act. Since the 10 Day Notice was mailed to the tenant, the effective date of the 10 Day Notice automatically changes to read July 29, 2014.

I accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, 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. Therefore, I find that the tenancy ended July 29, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

### Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant.

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: August 13, 2014

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Residential Tenancy Branch

