



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes** OPR

#### **Introduction**

This matter was conducted 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 10, 2015, at 2:00 p.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding by attaching a copy on the door at the rental unit. The Proof of Service document is signed by a witness

Based on the Landlord's written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

#### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession?

#### **Background and Evidence**

The Landlord submitted the following relevant evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed on October 9, 2014, indicating a monthly rent of \$500.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 30, 2014, with a stated effective vacancy date of January 9, 2015.

The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving the document at the rental unit with a middle aged

man who sometimes stays with the Tenant. The Proof of Service document is signed by a witness.

The Tenant has not applied to dispute the Notice to End Tenancy.

### **Analysis**

I accept that Notice to End Tenancy was duly served in accordance with the provisions of Section 88(e) of the Act. The Tenant failed to dispute the Notice to End Tenancy within the 5 days granted under Section 46 (4) of the Act.

Based on the foregoing, 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 Landlord is entitled to an Order of Possession.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court 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: January 20, 2015

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Residential Tenancy Branch

