



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* 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 based on unpaid rent and a monetary Order.

The landlord submitted a signed and witnessed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 27, 2015, the landlord served the tenant by posting the Notice of Direct Request Proceeding on the door of the rental unit. Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the Direct Request Proceeding documents on January 30, 2015, the third day after it was posted to the door.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenant;
- A letter indicating that the rental unit in question is now being managed by Devon Properties Ltd.

- A copy of a residential tenancy agreement which was signed by the previous landlord and the tenant on November 09, 2013, indicating a monthly rent of \$975.00 due on the 1st day of the month for a tenancy commencing on December 01, 2013;
- A Monetary Order Worksheet showing the rent owing and paid during this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on the tenant's door on January 04, 2015, with a stated effective vacancy date of January 17, 2015, for \$975.00 in unpaid rent.

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was posted to the tenant's door on January 04, 2015. In accordance with sections 88 and 90 of the *Act*, the tenant is deemed served with this 10 Day Notice on January 07, 2015, three days after its posting.

The Notice states that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the outstanding rent and did not apply to dispute the 10 Day Notice within five days from the date they are deemed to have received it.

Analysis

I have reviewed all documentary evidence and accept that the tenant received the 10 Day Notice on January 07, 2015.

I find that the tenant was obligated to pay \$975.00 per month in rent.

I accept the evidence before me that the tenant has failed to pay the rent owed in full 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 10 Day Notice, January 17, 2015.

Therefore, I find that the landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 03, 2015

Residential Tenancy Branch

