



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes   OPR-DR

### 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 filed by the Landlord for an order of possession for unpaid rent.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that the Landlord served the Tenant with a Notice of Dispute Resolution Proceeding and supporting documents by attaching a copy to the Tenant’s door on April 30, 2021, which service was witnessed by H.G. Pursuant to section 89 and 90 of the *Act*, I find these documents are deemed to have been received by the Tenant on May 3, 2021, three days after they were attached to the Tenant’s door.

### Issue 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

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on September 2, 2020, indicating a monthly rent in the amount of \$875.00 due on or before the first calendar day of each month, for a tenancy commencing on September 4, 2020;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 2, 2021 for \$875.00 in unpaid rent (the “10 Day Notice”). The 10 Day Notice provides 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 on the stated effective vacancy date of April 15, 2021;
- A copy of signed Proof of Service Notice to End Tenancy documents which indicate that the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant’s door on April 2, 2021, which service was witnessed by N.G.;
- A copy of a letter to the Tenant dated April 19, 2021 confirming receipt of \$875.00 on April 15, 2021 “for use and occupancy only”;
- A copy of an email dated April 30, 2021 confirming receipt of rent “for use and occupancy only”; and
- A copy of a Direct Request Worksheet showing the rent owing and paid during the relevant period.

### Analysis

I have reviewed all documentary evidence and I find that the Tenant was obligated to pay monthly rent in the amount of \$875.00.

In accordance with sections 88 and 90 of the *Act*, I find that the Tenant is deemed to have received the 10 Day Notice on April 5, 2021, three days after it was attached the Tenant’s door.

I accept the evidence before me that the Tenant failed to pay the rent owed in full or dispute the 10 Day Notice within five days after receipt as provided in section 46(4) of the *Act*.

Based on the foregoing, I find that the Tenant is conclusively presumed under sections 46(5) and 53(2) of the *Act* to have accepted that the tenancy ended on April 20, 2021, the effective date of the 10 Day Notice.

Therefore, I find the Landlord is entitled to an order of possession which will be effective two days after it is served on the Tenant.

### Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession 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: May 14, 2021

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Residential Tenancy Branch