

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 on the Tenant. The Proof of Service document declares that on August 11, 2011 at 9:44 a.m., the Landlord's agent served the Notice of Direct Request Proceeding on the Tenant by leaving the document with the Tenant at the rental unit. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Direct Request Proceeding documents pursuant to the provisions of Section 89(2)(a) of the Act.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of possession?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon the Tenant;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on May 31, 2011, indicating a monthly rent of \$690.00 due on the first day of each month;
- A copy of the Tenant Ledger; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 8, 2011, with an effective vacancy date of July 21, 2011, for \$690.00 in unpaid rent that was due on July 1, 2011.

The Landlord's documentary evidence indicates that the Landlord's agent served the Tenant with the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door at 9:00 a.m. on July 8, 2011. The Proof of Service

document was signed by a witness. Service in this manner is deemed affected 3 days after posting the document.

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution. The Landlord's Application for Dispute Resolution filed August 10, 2011, indicates that the Tenant did not pay \$690.00 within the 5 days allowed under the Act. The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and accept that the Tenant was duly served with the Notice to End Tenancy, in accordance with the provisions of Section 88(g) of the Act.

I accept the evidence before me that the Tenant failed to pay the rent owed 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, July 21, 2011. I find that the Landlord is entitled to an Order of Possession.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order** upon the Tenant. The Order may be filed in the Supreme Court of British Columbia 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: August 15, 2011.

Residential Tenancy Branch