

matter regarding O.J. REALTY & PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION EX PARTE DIRECT REQUEST PROCEEDING**

**Dispute Codes**    OPR, MNR

### **Introduction**

This proceeding was conducted by way of a **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 and a monetary order for unpaid rent.

The landlord seeks:

1. Order of Possession;

### **Service of 10 Day Notice to End Tenancy for Unpaid Rent and Notice of Direct Request Proceeding**

With respect to service of the 10 day Notice to End Tenancy for unpaid Rent, the landlord declares that the 10 day Notice to End Tenancy was served on the tenant(s) by way of posting the Notice to the rental unit door on February 6, 2013.

With respect to service of the Notice of Direct Request Proceeding the landlord declares that this Notice was served on the tenant by way of posting the Notice to the rental unit door on February 21, 2013 which is sufficient service where no monetary order is sought.

With respect to service of documents, Section 90 of the *Residential Tenancy Act* states that documents given or served in accordance with section 88 or 89 are deemed to be received as follows:

- (a) if given or served by mail, on the 5th day after it is mailed;
- (b) if given or served by fax, on the 3rd day after it is faxed;

(c) if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;

(d) if given or served by leaving a copy of the document in a mail box or mail slot, on the 3rd day after it is left.

Based on the written submissions of the landlord, I find that the tenant(s) has/have been deemed duly served with the 10 day Notice to End Tenancy and with the Notice of Direct Request Proceeding.

### **Issues to be Decided**

Is the landlord entitled to an Order of Possession and a monetary Order for unpaid rent?

### **Background and Evidence**

The landlord submitted the following evidence:

1. A copy of the Proof of Service of the Notice of Direct Proceeding which includes a copy of the Application for Dispute Resolution;
2. A copy of a Residential Tenancy Agreement signed by the parties on November 1, 2012 showing a monthly rent of \$1,095.00 due on the first day of each month; and
3. A copy of a 10 day notice to End Tenancy given for unpaid rent which was issued on with an effective date of February 19, 2012 seeking \$2,240.00 in unpaid rent.

The 10 day Notice to End Tenancy states that the tenant(s) had/have 5 (FIVE) days to pay the rent or apply for dispute resolution or the tenancy would end. The tenant(s) did not apply to dispute the Notice to End Tenancy within that time frame and the time for doing so has now passed.

### **Analysis**

Upon review of the evidence I find that the tenant(s) has/have been served with the Notice to End Tenancy and I find that the tenant(s) has/have failed to pay rent owed in full and there has been no evidence submitted to show that the tenant(s) filed an application seeking to dispute the 10 day Notice to End Tenancy. As a result I find that the tenant(s) is/are conclusively presumed under Section 46(5) of the Act to have

accepted that this tenancy ended on the effective date set out on the 10 day Notice to End Tenancy.

### **Conclusion**

The landlord is provided with a formal copy of an Order of Possession. This is a final and binding Order enforceable as any Order of the Supreme Court of British Columbia.

Dated: February 25, 2013

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Residential Tenancy Branch