

DECISION

Dispute Codes: OPR, MNR

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 Landlords for an Order of Possession and a Monetary Order.

The Landlords submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on June 16, 2010, the Landlord DM mailed the Notice of Direct Request Proceeding, by registered mail, to each of the Tenants at the rental unit. The Landlords provided the original registered mail receipts and tracking numbers in evidence. Service in this manner is deemed to be effected 5 days after mailing the documents.

Based on the written submissions of the Landlords, I find that the Tenants have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of possession?
- Are the Landlords entitled to a Monetary Order for unpaid rent?

Background and Evidence

The Landlords submitted the following evidentiary material:

- The Proof of Service of the Notice of Direct Proceeding upon each of the Tenants;
- The Proof of Service of the Notice to End Tenancy upon the Tenants;
- A copy of a residential tenancy agreement which was signed by the parties on January 19, 2010, indicating a monthly rent of \$850.00 due first of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 3, 2010, with a stated effective vacancy date of June 13, 2010, for \$850.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenants failed to pay rent owed and were served with the 10 Day Notice to End Tenancy for Unpaid Rent, by Personal service of the Notice upon the Tenant KW, on June 3, 2010, at the rental unit. The Tenant KW acknowledged service by signing the Proof of Service document.

The Notice states that the Tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenants did not apply to dispute the Notice to End Tenancy within five days from the date of service.

The Landlord stated in his Application for Dispute Resolution that the Tenants paid \$425.00 of the monthly rent for June prior to his filing his Application.

Analysis

I have reviewed all documentary evidence and accept that the Notice to End Tenancy was served on the Tenants in accordance with the provisions of Section 88(a) of the Act.

I accept the evidence before me that the Tenants 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 Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on June 13, 2010.

I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of ~~\$850.00~~ \$425.00 for the month of June, 2010.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **two days after service of the Order** upon the Tenants. The Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of ~~\$850.00~~ \$425.00. This Order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) 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: June 23, 2010
CORRECTED June 23, 2010
