



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 landlord for an Order of Possession and a Monetary Order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on April 11, 2011 the landlord served each of the tenants with the Notice of Direct Request Proceeding via personal delivery at the rental unit.

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

Issue(s) to be Decided

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

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 26, 2009, indicating a monthly rent of \$947.00 due on the last day of every month;
- A copy of a Notice of Rent Increase dated March 17, 2010 increasing the rent to \$952.00 effective July 2010;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 1, 2011 for \$952.00 in unpaid rent as of February 28, 2011;

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the March 1, 2011 10 Day Notice upon the male tenant on March 2, 2011 as acknowledged by the tenant's signature;
- A receipt showing the tenant made a partial payment of \$500.00 on March 25, 2011;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 1, 2011 with a stated effective vacancy date of April 12, 2011, for \$1,404.00 in unpaid rent as of March 31, 2011;
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice upon the male tenant on April 3, 2011 as acknowledged by the tenant's signature.

The 10 Day 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.

In making this application the landlord stated that the tenants still owe \$452.00 for March 2011. The landlord is claiming a total of \$1,404.00 for unpaid rent for March and April 2011.

Analysis

I have reviewed all documentary evidence and accept that the tenants has been served with a 10 Day Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenants have failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, I find that the tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

The effective date has been automatically changed to reach April 13, 2011 in accordance with section 53 of the *Act*. Therefore, I find that the tenancy ended April 13, 2011 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant. The Order of Possession may be filed in The Supreme Court of British Columbia and enforced as an Order of that court.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$1,404.00 and the landlord is provided a Monetary Order to serve upon the tenants. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants. The landlord is provided a Monetary Order in the amount of \$1,404.00 to serve upon the tenants.

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: April 26, 2011.

Residential Tenancy Branch