



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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 a signed Proof of Service of the Notice of Direct Request Proceeding on the Tenant. The Proof of Service document declares that on April 14, 2011 at 12:08 p.m., the Landlord CM served the Notice of Direct Request Proceeding on the Tenant by registered mail to the rental unit. The Landlords provided a copy of the registered mail receipt and tracking number in evidence. Based on the written submissions of the Landlords, I find that the Tenant has 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:

- 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 December 8, 2010, indicating a monthly rent of \$1,200.00 on the first day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 4, 2011, with an effective vacancy date of April 21, 2011, for \$1,200.00 in unpaid rent that was due on April 4, 2011.

The Landlord's Application for Dispute Resolution filed April 13, 2011, indicates that the Tenant owes rent in the amount of \$1,200.00.

The Landlord's documentary evidence indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document on the Tenant's door at 10:58 a.m. on April 4, 2011. The Proof of Service document was signed by a witness.

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. 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. Section 90 of the Act deems service in this manner to be effected 3 days after posting the document. The earliest date that the Notice could be effective is April 17, 2011, however the Landlord seeks to end the tenancy effective April 21, 2011.

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 ends on April 21, 2011. I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of \$1,200.00.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **1:00 p.m., April 21, 2011** for service upon the Tenant. The Order 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 **\$1,200.00**. This Order must be served on the Tenant 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: April 20, 2011.
