



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 Landlords for an Order of Possession.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding on the Tenants. The Proof of Service document declares that on October 13, 2011, at 6:00 p.m., the Landlord's agent served the Notice of Direct Request Proceeding on the Tenants by posting the document to the Tenants' door at the rental unit. . Based on the written submissions of the Landlords, I find that the Tenants were served with the Direct Request Proceeding documents pursuant to the provisions of Section 89(2)(d) of the Act.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession?

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 Tenants;
- A copy of 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 Landlord's agent and one of the Tenants on January 4, 2011, indicating a monthly rent of \$625.00 due 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 October 2, 2011, with an effective vacancy date of October 14, 2011, for \$900.00 in unpaid rent that was due on October 1, 2011.

The Landlord's Application for Dispute Resolution filed October 13, 2011, indicates that the Tenants owe rent for the month of September, 2011, in the amount of \$300.00 and rent for the month of October in the amount of \$600.00 for a total of \$900.00.

The Landlord's documentary evidence indicates that the Landlord's agent served the Tenants with the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document on the Tenants' door at 10:30 a.m., October 2, 2011. The Proof of Service document was signed by a witness.

The Notice states that the Tenants had five days to pay the rent or apply for Dispute Resolution. The Tenants 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 Tenants were 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.

I accept the evidence before me that the Tenants failed to pay the rent owed within the 5 days granted under Section 46 (4) of the Act.

Section 53(1) of the Act states that if the Notice to End Tenancy indicates an incorrect end-of-tenancy, the Notice to End Tenancy is deemed to be changed to reflect the correct date. 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 October 15, 2011. I find that the Landlord is entitled to an Order of Possession effective two days after service of the Order upon the Tenants.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order** upon the Tenants. 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: October 21, 2011.

Residential Tenancy Branch