



# Dispute Resolution Services

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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 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. The landlord declared that on March 21, 2012 the female tenant was personally served with the Notice of Direct Request Proceeding at the rental unit. The landlord provided a document signed by the female tenant acknowledging receipt of 9 pages of documents on March 21, 2012. The landlord declared that on March 22, 2012 the Notice of Direct Request Proceeding was sent to the male tenant via registered mail at the rental unit. The landlord provided a copy of the Canada Post receipt and tracking number as evidence of the registered mail.

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 Order 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 the tenants, including the signed acknowledgement and the registered mail receipt;
- A copy of a residential tenancy agreement which was signed by the parties on December 11, 2009, indicating a monthly rent of \$985.00 due on the 1<sup>st</sup> day of every month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 2, 2012 with a stated effective vacancy date of March 8, 2012, for \$325.84 in unpaid rent as of March 1, 2012;
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenants' door on March 2, 2012 in the presence of a witness;
- A Notice of Rent Increase indicating the rent was increased to \$1,027.00 starting February 1, 2012; and,
- A copy of the tenants' ledger account.

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.

On the Application for Dispute Resolution the landlord indicated the outstanding rent is \$300.84 and a late fee of \$25.00 that is not included in the monetary claim.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with a 10 Day Notice to End Tenancy as declared by the landlord. Since the Notice was posted on the door it is deemed to be received three days later in accordance with section 90 of the Act. The effective date is also automatically changed to read March 15, 2012 in accordance with section 53 of the Act.

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. Therefore, I find that the tenancy ended March 15, 2012 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$300.84 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 \$300.84 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: March 27, 2012.

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Residential Tenancy Branch