



Dispute Resolution Services

Page: 1

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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding upon each of the Tenants which declares that on March 20, 2012, at 7:00 p.m., the Landlord's agent served each of the Tenants with the Notice of Direct Request Proceeding by registered mail to the rental unit. The Landlord provided copies of the registered mail receipts and tracking numbers for each of the registered documents.

Based on the written submissions of the Landlord, I find that the Tenants have been duly served with the Direct Request Proceeding documents pursuant to the provisions of Section 89(1)(c) of the Act.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to 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 of the Tenants;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the parties on July 8, 2011, indicating a monthly rent of \$775.00 due on the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which the Landlord issued on March 7, 2012, with a stated effective vacancy date of March 17, 2012, for \$775.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenants have failed to pay rent owed for March, 2012, and were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door at the rental unit on March 7, 2012, at 6:45 p.m. A Witness signed 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.

Analysis

I have reviewed all documentary evidence and accept that the Tenants were served with notice to end the tenancy by posting the document to the Tenants' door on March 7, 2012, as declared by the Landlord. Service in this manner is deemed to be effected 3 days after posting the Notice, March 10, 2012.

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*. The Tenants have not filed an Application for Dispute Resolution disputing the Notice to End Tenancy.

Section 53(1) of the *Act* provides that an incorrect end of tenancy date on the Notice to End Tenancy is deemed to be changed in accordance with the provisions 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 March 20, 2012. Therefore, I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord is also entitled to a monetary award for unpaid rent in the amount of \$750.00 and provide a Monetary Order in that amount.

Conclusion

I find, pursuant to the provisions of Section 55 of the *Act*, that the Landlord is entitled to an Order of Possession effective **two days after service** on the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the Landlord is entitled to monetary compensation pursuant to the provisions of Section 67 in the amount of **\$775.00** for rent owed and I provide an Order in that amount. 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: March 26, 2012.

Residential Tenancy Branch