



# 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that at the rental unit, on July 13, 2012, at 12:40 and 12:41 p.m., the landlord served each tenant with the Notice of Direct Request Proceeding.

Section 90 of the Act determines that a document is deemed to have been served at the time of personal delivery.

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?

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 tenant;
- A copy of a residential tenancy agreement which was signed by the parties on November 25, 2009, indicating a monthly rent of \$1,350.00 due on or before the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 6, 2012, with a stated effective vacancy date of July 16, 2012, for \$3,315.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenants have failed to pay rent owed and were served the 10 Day Notice to End Tenancy for Unpaid Rent by personal delivery to tenant C.L. on July 6, 2012, at 6:15 p.m., at the rental unit. The Act deems the tenants were served on July 6, 2012.

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.

The landlord submits that the tenants owe \$615.00 for May; \$1,350.00 June; and \$1,350.00 July, 2012, rent.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord.

The Notice is deemed to have been received by the tenants on July 6, 2012.

I accept the evidence before me that the tenants have failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*. There was no evidence before me that the tenants disputed the Notice.

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 the effective date of the Notice; July 16, 2012.

Therefore, I find that the landlord is entitled to an Order of possession and a monetary Order for unpaid rent from May to July 2012, in the sum of \$3,315.00.

### Conclusion

I find, pursuant to section 55 of the *Act*, that the landlord is entitled to an Order of Possession effective **two days after service** on the tenants and the 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 section 67 in the amount of \$3,315.00 for rent owed from May to July, 2012, inclusive and I grant an Order in that amount. 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 final and binding on the parties, unless otherwise provided under the *Act*, and 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: July 19, 2012.

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, Dispute Resolution Officer  
Residential Tenancy Branch