



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 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 which declares that on September 20, 2012, the Landlord's agent served each of the Tenants with the Notice of Direct Request Proceeding by registered mail sent to the rental unit. The Landlords provided the receipts and tracking numbers for the registered documents.

Based on the written submissions of the Landlords, I find that the Tenants have 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 monetary compensation 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 for both 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 March 10, 2012, indicating a monthly rent of \$1,295.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 7, 2012, with a stated effective vacancy date of September 17, 2012, for \$1,295.00 in unpaid rent.

Documentary evidence filed by the Landlords indicates that \$795.00 remains unpaid. The documentary evidence indicates that the Landlords served the 10 Day Notice to End Tenancy for Unpaid Rent by registered mail sent to the Tenants on September 8, 2012. The Landlords provided a copy of the registered mail receipt in evidence. Service in this manner is deemed effective 5 days after mailing the documents.

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 as declared by the Landlords on September 13, 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*.

Section 53 of the *Act* provides that an incorrect date on a notice to end a tenancy is deemed to be changed to the earliest date that complies with 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 September 23, 2012.

Therefore, I find that the Landlords are entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$795.00**.

Conclusion

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlords an Order of Possession effective **two days after service** of the Order upon the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

Pursuant to the provisions of Section 67 of the *Act*, I hereby provide the Landlords a Monetary Order in the amount of **\$795.00** for service upon the Tenants. This Order 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: September 26, 2012.

Residential Tenancy Branch