



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* 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 based on unpaid rent and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 5, 2013, he handed both tenants the Notices of Direct Request Proceeding. On one of his Proof of Service documents, both tenants signed as having received these Notices. Based on the written submissions of the landlord, I find that both tenants have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Request Proceeding served to both tenants;
- A copy of a residential tenancy agreement which was signed by the landlord and the tenants on May 25, 2011, indicating a monthly rent of \$1,500.00, due on the 29th day of the month;

- A summary of the amounts the landlord identified as owing and paid during the course of this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) handed to both tenants on October 29, 2013, with a stated effective vacancy date of November 25, 2013, for \$4,740.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that both tenants signed Proof of Service documents confirming that they received the landlord's 10 Day Notice in which the landlord maintained that the tenants had failed to pay all outstanding rent owing as of October 1, 2013.

The Notice states that the tenants had five days from the date of service to pay the rent in full 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 have been deemed served with notice to end tenancy as declared by the landlord. 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*.

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 ends on the effective date of the 10 Day Notice, November 25, 2013. Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order of \$4,740.00 for unpaid rent owing from October 1, 2013.

Conclusion

I grant an Order of Possession to the landlord to take effect by 1:00 p.m. on November 25, 2013. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$4,740.00 for rent owed from October 1, 2013. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with **this Order** as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 12, 2013

Residential Tenancy Branch

