



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

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.

The Landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on December 2, 2013, at 4:23 p.m., the Landlord mailed the Notice of Direct Request Proceeding by registered mail to each of the Tenants at the rental unit. The Landlord provided a copy of the registered mail receipts and tracking numbers in evidence.

Based on the Landlord's written submissions, I find that both of 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?

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 Landlord on October 10, 2013 and by the Tenants on October 11, 2013, indicating a monthly rent of \$1,300.00 due on the tenth day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 15, 2013, with a stated effective vacancy date of November 15, 2013, for "\$1,300.00 ½ paid" in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The Landlord submits that, "Rent due 10th, received ½ rent on November 13th from [Tenant DS]. No rent received since then even after 10 day notice." The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving it personally with the Tenant NC on November 15, 2013, at 8:00 p.m. The Proof of Service document is signed by a witness.

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 Notice to End Tenancy was served upon the Tenants on November 15, 2013.

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. Pursuant to the provisions of Section 68(1) of the Act, I amend the Notice to End Tenancy to indicate that \$650.00 was owing on November 10, 2013.

Section 53 of the Act provides that an incorrect end-of-tenancy date on a notice to end tenancy is automatically corrected 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 November 25, 2013. Therefore, I find that the Landlord is entitled to an Order of Possession.

Conclusion

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with 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.

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: December 09, 2013

Residential Tenancy Branch

