



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on December 31, 2013 the landlord served each tenant with the Notice of Direct Request Proceeding via registered mail at the rental unit address. The landlord provided copies of the registered mail receipts, including tracking numbers, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing.

Based on the written submissions of the landlord, I find that the tenants are deemed to have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on February 6, 2004, indicating a monthly rent of \$800.00 due on the 1st day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 16, 2013 with a stated effective vacancy date of November 26, 2013, for \$2,400.00 in unpaid rent as of November 1, 2013; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to the male tenant on November 16, 2013 in the presence of a witness.

The 10 Day 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.

In the details of dispute the landlord submitted that the 10 Day Notice reflects unpaid rent for the months of September through November 2013 and that the tenants did not pay the outstanding rent or any rent for December 2013.

Analysis

I have reviewed all documentary evidence and accept that the tenants were served with a 10 Day Notice to End Tenancy as declared by the landlord. I accept the evidence before me that the tenants failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, 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. Therefore, I find that the tenancy ended November 26, 2013, 2013 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$2,400.00 for the months of September through November 2013 as claimed. The landlord is provided a Monetary Order for this amount to serve upon the tenants. The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants. The landlord is provided a Monetary Order in the amount of \$2,400.00 to serve upon the tenants.

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: January 09, 2014

Residential Tenancy Branch

