



# Dispute Resolution Services

Page: 1

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 January 15, 2014, at 3:45 p.m., the Landlord JL mailed the Notice of Direct Request Proceeding by registered mail to the Tenant at the rental unit. The Landlords provided a copy of the registered mail receipt and tracking numbers in evidence.

Based on the Landlords' written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

#### **Issue(s) to be Decided**

Are the Landlords entitled to an Order of Possession and a Monetary Order 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 the Tenant;
- 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 October 11, 2013, indicating a monthly rent of \$650.00 due on the 31st day of the month;
- A copy of a receipt for December rent paid in the amount of \$500.00, noting that \$150.00 remains owing for December rent; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 6, 2014, with a stated effective vacancy date of January 16, 2014, for \$800.00 in unpaid rent.

Documentary evidence filed by the Landlords indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord JL served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on January 6, 2014, at 9:30 a.m. The Proof of Service document is signed by a witness.

The Tenant 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 posted to the Tenant's door on January 6, 2014. Service in this manner is deemed to be effected 3 days after posting the document, in this case January 9, 2014.

I accept the evidence before me that the Tenant 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 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 Tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on January 19, 2014.

Therefore, I find that the Landlords are entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$800.00**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlords with an Order of Possession effective **two days after service** of the Order upon the Tenant. 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 with a Monetary Order in the amount of **\$800.00** for service upon the Tenant. 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: January 21, 2014

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Residential Tenancy Branch

