



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

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, declaring that on January 23, 2014 the landlord sent Notices of Direct Request Proceeding to each tenant via registered mail at the rental unit. Section 90 deems a person to have received a document 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 14, 2010, indicating a monthly rent of \$900.00 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 January 7, 2014 with a stated effective vacancy date of January 20, 2014, for \$925.00 in unpaid rent as of January 1, 2014; and,
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenants' door on January 7, 2014 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 sum of \$925.00 that appears on the 10 Day Notice includes a \$25.00 late fee. The landlord limited the request for monetary compensation to \$900.00 for unpaid rent.

Analysis

I have reviewed all documentary evidence and accept that the tenants were served with a 10 Day Notice as declared by the landlord. Since the 10 day Notice was posted on the door it is deemed to be received by the tenants three days later pursuant to section 90 of the Act.

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 January 20, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

I further find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$900.00 for unpaid rent the month of January 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenants. .

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 \$900.00 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: February 06, 2014

Residential Tenancy Branch

