



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This matter proceeded 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 for unpaid rent and a monetary order for unpaid rent.

The landlords submitted a signed proof of service of the notice of direct request proceeding which declares that on February 12, 2014, the landlord served the tenant with the notice of direct request proceeding via personal service on the tenant at 8:00 p.m. and that the tenant, “HR”, signed the bottom left portion of the proof of service document and dated it February 12, 2014.

Based on the written submissions of the landlords, I find that the tenant has been duly served with the direct request proceeding documents as of February 12, 2014.

Issues to be Decided

- Are the landlords entitled to an order of possession for unpaid rent?
- Are the landlords entitled to 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 a residential tenancy agreement which was signed by the landlords on July 7, 2012, and by the tenant on February 22, 2013, indicating a monthly rent of \$1,050.00 due on the first day of the month, although the 10 Day Notice

indicated that \$525.00 was due on the “1st” and \$525.00 was due on the “15th”; and

- A copy of a 10 day notice to end tenancy for unpaid rent which was issued on February 2, 2014, with a stated effective vacancy date of February 12, 2014, for \$525.00 in unpaid rent due on February 1, 2014.

Documentary evidence filed by the landlords indicates that the tenant had failed to pay the rent owed and was served the 10 day notice to end tenancy for unpaid rent by posting to the tenant’s door on February 2, 2014 at 11:57 a.m., which was witnessed by third party, “SO”. Section 90 of the *Act* deems the tenant was served three days later on February 5, 2014, which would correct the above-mentioned effective vacancy date to February 15, 2014.

The notice states that the tenant had five days to pay the rent in full or apply for dispute resolution or the tenancy would end 10 days from the service date. 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 the tenant has been served with notice to end tenancy as declared by the landlords.

I accept the evidence before me that the tenant has failed to pay the rent owed of \$525.00 due on the first day of the month, within the 5 days granted under section 46(4) of 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 the corrected effective date of the notice, February 15, 2014. Therefore, I find that the landlords are entitled to an order of possession for unpaid rent and a monetary order for unpaid rent.

Conclusion

I find that the landlords are entitled to an order of possession effective **two (2) days after service** on the tenant and this order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlords are entitled to monetary compensation pursuant to section 67 in the amount of **\$525.00** comprised of rent owed.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 18, 2014

Residential Tenancy Branch

