



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Precision Industrial Contractors
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* 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 based on unpaid rent and a monetary Order.

Landlord SW (the landlord) submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 1, 2014, the landlord sent the male tenant (the tenant), who was identified in the Residential Tenancy Agreement (the Agreement) and who signed that Agreement on behalf of the corporate tenant (i.e., PIC), the Notice of Direct Request Proceeding by registered mail. The landlord provided a copy of the Canada Post Customer Receipt including the Tracking Number to confirm this mailing. Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenants have been deemed served with the Direct Request Proceeding documents on May 6, 2014, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Are the landlords entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenants;

- A copy of the Agreement which was signed by the landlord and the tenant, indicating a monthly rent of \$1,900.00 due on the 1st day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) handed to a female adult residing in this rental unit on April 20, 2014, with a stated effective vacancy date of April 30, 2014, for \$1,900.00 in unpaid rent and \$333.70 in unpaid utilities.

Witnessed documentary evidence filed by the landlords indicates that the tenant failed to pay all outstanding rent and utilities was served by handing the 10 Day Notice to the adult female who resides at the rental unit at 8:50 p.m. on April 20, 2014. The landlord, a witness and the adult female signed a Proof of Service document also entered into written evidence by the landlords to confirm the adult female's receipt of the 10 Day Notice. In accordance with section 88(e) of the *Act*, the tenant was served with this 10 Day Notice on April 20, 2014.

The Notice states that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the 10 Day Notice within five days from the date of service.

Analysis

Although the landlords did not identify PIC on their application for dispute resolution, I find that the tenant has been acting on behalf of PIC in signing the Agreement and, as such, any documents served to him were automatically also served to PIC. In accordance with the powers delegated to me under section 62 of the *Act*, I have made this minor revision to the style of cause identified in the landlords' application to properly reflect the nature of this tenancy.

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 tenants have failed to pay the rent owed in full 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 effective date of the 10 Day Notice, April 30, 2014.

Therefore, I find that the landlords are entitled to an Order of Possession and a monetary Order of \$1,900.00 for unpaid rent owing from April 2014.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the landlords are entitled to a monetary Order in the amount of \$1,900.00 for rent owed for April 2014. The landlords are provided with these Orders in the above terms and the tenant(s) must be served with **this Order** as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 14, 2014

Residential Tenancy Branch

