



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mauro & Mauro Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes** OPR

### **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 May 27, 2014, at 10:40 a.m., the Landlord JO hand delivered the Notice of Direct Request Proceeding to the Tenant at the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number 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?

### **Background and Evidence**

The Landlords submitted the following relevant 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 on May 15, 2011, indicating a monthly rent of \$545.00 due on the first day of the month;
- A copy of a Notice to Tenant dated October 1, 2012, advising that the rental unit was sold to the Landlord M and that rent was to be paid to the Tenant's new landlord; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 2, 2014, with a stated effective vacancy date of May 23, 2014, for \$188.40 in unpaid rent.

Documentary evidence filed by the Landlords indicates that rent remains unpaid. The documentary evidence indicates that the Landlord JO served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on May 2, 2014, at 10:00 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 note that the tenancy agreement indicates that the landlord is a numbered company. However, it is clear from all of the documents provided that the rental property was sold to the Landlord M in October, 2012. I am satisfied that the Landlords are the Tenant's landlords.

I accept that Notice to End Tenancy was posted to the Tenant's door on May 2, 2014. Service in this manner is deemed to be effected 3 days after posting the document, in this case May 5, 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*.

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 Notice. Therefore, I find that the Landlords are entitled to an Order of Possession.

### **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.

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: June 03, 2014

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Residential Tenancy Branch

