



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 to declare that a Notice of Direct Request Proceeding and supporting documents were served upon each tenant, in person, at the rental unit on August 12, 2014. The Proof of Service documents were signed by a witness.

Based on the written submissions of the landlord, I find that the tenant has 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 July 11, 2014, indicating a monthly rent of \$975.00 due on the 1st day of every month for a fixed term expiring on “June 31, 2015”;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 3, 2014 with a stated effective vacancy date of August 13, 2014, for \$975.00 in unpaid rent as of August 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 August 3, 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.

The landlord also provided a Monetary Order Worksheet indicating the rent of \$975.00 remains outstanding as at the date of filing.

Analysis

Based upon the documentary evidence before me, I find the tenants are deemed to have received the 10 day Notice three days after it was posted on the door of the rental unit, as provided under section 90 of the Act. Accordingly, the effective date of the 10 Day Notice automatically changes to read August 16, 2014 under section 53 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 will end on the effective date of the Notice. Therefore, I find that the tenancy will end on August 16, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$975.00 for the month of August 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the Act.

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 \$975.00 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: August 15, 2014

Residential Tenancy Branch

