



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX KELOWNA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPR

### 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 landlord for an Order of Possession for unpaid rent for the month of June 2014.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 11, 2014, the landlord served both tenants with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that documents served in this manner are deemed to have been served five days later, whether or not the tenants refuse or neglect to accept the documents.

Based on the written submissions of the landlord, I find that both the tenants have been duly served with the Direct Request Proceeding documents as of July 16, 2014.

### Issue to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the Act.

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for both tenants including registered mail receipts and tracking numbers for both registered letters;
- A copy of a Residential Tenancy Agreement, signed by the parties on March 20, 2013 and which indicated a monthly rent of \$2,000.00 due on the first day of the month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 6, 2014, with a stated effective vacancy date of June 16, 2014 for \$2,000.00 in unpaid rent (the "Notice"); and
- A Copy of the Proof of Service of the Notice which was served on W.D., a full time adult occupant of xx Road, on June 6, 2014.
- The Notice states that the tenants 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 Landlord provided evidence that the tenants did not apply to dispute the Notice to End Tenancy, nor did they pay all rent owed within five days from the date of service.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with the notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenants have failed to pay all 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 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 landlord is entitled to an Order of possession for unpaid rent.

### Conclusion

I find that the landlord is entitled to an Order of Possession effective **two (2) days after service** on the tenants and the Order may be filed in the Supreme Court 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: July 30, 2014

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Residential Tenancy Branch

