



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 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 July 19, 2014, the landlords served the tenant 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 tenant refuses or neglects to accept the documents.

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 July 24, 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 including a customer receipt and tracking number for the registered mail;

- A copy of a residential tenancy agreement which was signed by the parties on October 21, 2013, indicating a monthly rent of \$1,075.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 8, 2014 and which had a stated effective vacancy date of July 18, 2014 for \$2,920.00 in unpaid rent comprised of:
 - \$840.00 for March 2014;
 - \$1,040.00 for June 2014; and
 - \$1,040.00 for July 2014.

Documentary evidence filed by the landlords indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting on the door on July 8, 2014. Section 90 of the Act deems the tenant was served on July 11, 2014 and as such, pursuant to section 53, the effective vacancy date is automatically corrected to July 21, 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 Notice to End Tenancy within five days from the date of service nor did the tenant pay the rent in full.

Analysis

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

I accept the evidence before me that the tenant has 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 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, July 21, 2014. Therefore, I find that the landlords are entitled to an Order of possession 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 the 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 section 67 in the amount of **\$2,920.00** 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: July 30, 2014

Residential Tenancy Branch

