



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR 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. I note that an agent for the landlord, K.W., faxed in a document which confirmed that the landlord was not request a monetary claim.

The landlord submitted a signed proof of service of the notice of direct request proceeding which declares that on September 9, 2014, the landlord served the tenants with the notice of direct request proceeding via personal service which the tenant, M.M., signed for at 6:00 p.m. Based on the written submissions of the landlord, I accept that the tenants have been duly served with the direct request proceeding documents, as of September 9, 2014.

Issue to be Decided

- Is the landlord entitled to an order of possession for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the proof of service of the notice of direct proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on March 1, 2014, indicating a monthly rent of \$950.00 which was 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 September 2, 2014, with a stated effective vacancy date of September 15, 2014, for \$950.00 in unpaid rent due September 1, 2014.

Documentary evidence filed by the landlord indicates that the tenants failed to pay the rent owed of \$950.00 due September 1, 2014, and were served the 10 day notice to end tenancy for unpaid rent by personal service on tenant M.H. on September 2, 2014, which was signed for my tenant M.H. at 1:42 p.m. Documentary evidence submitted by the landlord indicates that the tenants paid \$200.00 in partial rent as of September 4, 2014; however, had failed to pay the full amount of \$950.00 owing for September 2014 rent.

The notice states that the tenants had five days to pay the rent in full or apply for dispute resolution or the tenancy would end 10 days from the service date. The tenants did not apply to dispute the notice to end tenancy within five days from the date of service, and there is no evidence before me that the full amount of rent has been paid by the tenants.

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 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 ends on the effective date of the notice, September 15, 2014. 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 this 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: September 12, 2014

Residential Tenancy Branch

