



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

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 Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on October 16, at 2:00 p.m., the Landlord served each of the Tenants with the Notice of Direct Request Proceeding by hand delivering a copy to each of the Tenants at the rental unit. The Proofs of Service are signed by a witness.

Based on the Landlord's written submissions, I find that both of the Tenants have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order 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 each of the Tenants;
- 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 by the parties on May 28, 2014, indicating a monthly rent of \$800.00 due on the first day of the month;
- A Monetary Order Worksheet; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on October 2, 2014, with a stated effective vacancy date of October 14, 2014, for \$800.00 in unpaid rent.

Documentary evidence filed by the Landlord provides that the rent remains unpaid. Page 1 of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent provides that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by hand delivering the

document to the Tenant RT on October 2, 2014, at 9:00 a.m. Page 2 of the Proof of Service document indicates that a witness observed the Landlord taping the Notice to the Tenants' door. The Proof of Service document is signed by a witness.

The Tenants have not applied to dispute the Notice to End Tenancy.

Analysis

I have reviewed all documentary evidence and accept that the Tenants were served with Notice to End Tenancy. Section 90 of the Act provides that service by posting a document on a door is deemed to be effected 3 days after posting. I find that the Tenants were deemed to be served on October 5, 2014.

I accept the evidence before me that the Tenants failed to pay the rent owed in full within the 5 days granted under Section 46 (4) of the Act.

Section 53 of the Act provides that an incorrect end-of-tenancy date on a notice to end tenancy is automatically corrected to the earliest date that complies with 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 October 15, 2014.

Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$800.00**.

Conclusion

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord 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.

Pursuant to the provisions of Section 67 of the Act, I hereby provide the Landlord with a Monetary Order in the amount of **\$800.00** for service upon the Tenant. This Order may be filed in the Provincial Court (Small Claims) 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: October 30, 2014

Residential Tenancy Branch

