



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Burnaby Heights Ltd.  
and [tenant name suppressed to protect privacy]

## **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 Landlords for an Order of Possession and a Monetary Order.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 18, 2014, at 10:30 a.m., the Landlord NP served the Tenant with the Notice of Direct Request Proceeding by registered mail to the Tenant at the rental unit. The Landlords provided a copy of the registered mail receipt and tracking numbers in evidence.

Based on the Landlords' written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

Are the Landlords entitled to an Order of Possession and 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;
- 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 July 1, 2011, indicating a monthly rent of \$845.00 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 November 6, 2014, with a stated effective vacancy date of November 16, 2014, for \$845.00 in unpaid rent.

Documentary evidence filed by the Landlords indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord NP served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on November 6, 2014, at 10:00 a.m. The Proof of Service document is signed by a witness.

The Notice states that the Tenant had five days to pay the rent 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.

### **Analysis**

I have reviewed all documentary evidence and accept that the Tenant was served with Notice to End Tenancy on November 6, 2014. Service in this manner is deemed to be effected 3 days after posting the document, in this case November 9, 2014.

I accept the evidence before me that the Tenant 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 Tenant is conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ends on November 19, 2014.

Therefore, I find that the Landlords are entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$845.00**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlords 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 Landlords with a Monetary Order in the amount of **\$845.00** 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: November 26, 2014

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Residential Tenancy Branch

