



# Dispute Resolution Services

Page: 1

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 due to unpaid rent.

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision without a participatory hearing. As a result, the landlord must follow and submit documentation **exactly** as the *Act* prescribes and there can be no omissions or deficiencies within the written submissions that are left open to interpretation or inference.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 13, 2015 the landlord served the tenants with the Notice of Direct Request Proceeding by hand. This proof of service document shows that this service was witnessed by a third party.

Based on the written submissions of the landlord, I find that the tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on March 24, 2015 for a tenancy beginning March 24, 2015 for the monthly rent of \$5,000.00 due on the 25th of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, September 04, 2015 with an effective vacancy date of September 14, 2015 due to \$5,070.00 in unpaid rent;
- A copy of a Monetary Order worksheet which indicates that rent is owed of \$5,000.00 due on July 25, 2015 and \$70.00 due in May, 2015. The landlord has limited his claim to \$5,000.00.

Documentary evidence filed by the landlord indicates that the tenants had failed to pay the full rent owed due on July 25, 2015 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on September 04, 2015. The landlord has provided a Proof of Service document signed by a witness.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with Notice to End Tenancy as declared by the landlord. The Notice is deemed to have been received by the tenants on September 04, 2015. 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 ended on the effective date of the Notice.

### Conclusion

I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the *Act*, effective **two days after service on the tenants**. This Order must be served on the tenants and may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the landlord is entitled to monetary compensation, pursuant to section 67 of the *Act*, in the amount of **\$5,000.00** for rent owed. This Order must be served on the tenants and 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: September 17, 2015

---

Residential Tenancy Branch

