



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

The landlord applied for an Order of Possession for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on January 19, 2016 the landlord served each tenant with the Notice of Direct Request Proceeding and supporting documents by personal service and in the presence of a witness. Receipt of the documents was acknowledged by a signature of each tenant and signed by the witness. .

Based on the written submissions of the landlord, I find that 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 for unpaid rent?

Background and Evidence

The landlord submitted copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the parties on October 31, 2015, indicating a monthly rent of \$2,350.00 due on the 1st day of every month starting November 1, 2015;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 2, 2016 with a stated effective vacancy date of January 12, 2016, for \$2,350.00 in unpaid rent as of January 1, 2016;
- A Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to the tenants' adult son who apparently resides with the tenants on January 2, 2016 in the presence of a witness; and,

- A Monetary Order worksheet indicating the entire amount of \$2,350.00 remained outstanding as of the date of filing.

The 10 Day Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

The landlord submitted that the 10 Day Notice was served upon the tenants' adult son who apparently resides with the tenants. Upon review of the tenancy agreement I note that the rental unit is to be occupied by the tenants and several other adult occupants and minor occupants. I accept that the landlord's submissions that the 10 Day Notice was served upon an adult person who apparently resides with the tenants on January 2, 2016. Serving a Notice to End Tenancy in this manner is a permissible method of service under section 88 of the Act. Therefore, I find the tenants were served with the 10 Day Notice in a manner that complies with the Act and that service occurred on January 2, 2016.

Upon review of all of the documentary evidence before me, I accept that the tenants failed to pay the rent that was owed for January 2016 and did not dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy would end on the effective date of the Notice. Therefore, I find that the tenancy ended January 12, 2016 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants.

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: January 29, 2016

Residential Tenancy Branch

