



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This matter proceeded by way of an *ex parte* 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 based on unpaid rent and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 23, 2015, the landlord’s agent “BB” served the tenant with the Notice of Direct Request Proceeding via registered mail. The landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing which indicates that the registered mail service was initiated on December 29, 2015. Section 90 of the *Act* determines that a document served in this manner is deemed to have been received five days after service.

Based on the written submissions of the landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the Direct Request Proceeding documents on January 03, 2016, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenant;
- A copy of a residential tenancy agreement which was signed by the landlord's agent and the tenant on December 23, 2014, indicating a monthly rent of \$800.00 due on the first day of the month for a tenancy commencing on January 01, 2015;
- A Monetary Order Worksheet showing the rent owing during the portion of this tenancy in question, on which the landlord establishes a monetary claim in the amount of \$800.00, comprised of the balance of unpaid rent owing as of October 01, 2015;
- A copy of a rental ledger titled which establishes the payments received and outstanding balance with respect to the tenancy;
- A copy of a an agreement between the landlord and a property management company which demonstrates that the property management company is given authority to act as an agent for the landlord with respect to the rental unit identified as the dispute address in this application;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated October 16, 2015, which the landlord states was served to the tenant on October 16, 2015, for \$800.00 in unpaid rent due on October 01, 2015, with a stated effective vacancy date of October 29, 2015; and
- A copy of the Proof of Service of the Notice showing that the landlord's agent "SC" served the Notice to the tenant by way of posting it to the door of the rental unit at 3:30 PM on October 16, 2015. The Proof of Service form establishes that the service was witnessed by "GA" and a signature for "GA" is included on the form.

### Analysis

I have reviewed all documentary evidence provided by the landlord. Section 90 of the *Act* provides that because the Notice was served by posting the Notice to the door of the rental unit, the tenant is deemed to have received the Notice three days after its posting. In accordance with sections 88 and 90 of the *Act*, I find that the tenant is deemed to have received the Notice on October 19, 2015, three days after its posting.

I find that the tenant was obligated to pay monthly rent in the amount of \$800.00, as established in the tenancy agreement. I accept the evidence before me that the tenant has failed to pay outstanding rental arrears in the amount of \$800.00, comprised of the balance of unpaid rent owing as of October 01, 2015. I find that the tenant received the Notice on October 19, 2015. I accept the landlord's undisputed evidence and find that

the tenant did not pay the rent owed in full within the five days granted under section 46(4) of the *Act* and did not apply to dispute the Notice within that five-day period.

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 ended on the effective date of the Notice, October 29, 2015.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order of \$800.00, comprised of the balance of unpaid rent owing as of October 01, 2015.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$800.00, comprised of the balance of unpaid rent owing as of October 01, 2015. The landlord is provided with these Orders in the above terms and the tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 12, 2016

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Residential Tenancy Branch

