



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LONE PALM MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

The Landlords applied for Dispute Resolution by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), requesting an Order of Possession and a Monetary Order for unpaid rent.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 22, 2016, the landlord's agent, served the tenants with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that documents served by mail are deemed to have been served on the fifth day after they are mailed, whether or not the tenants refuse or neglect to accept the documents.

I find that the tenants have been served in Accordance with the Act.

Issue(s) to be Decided

The issues to be decided are whether or not the landlords are entitled to an Order of Possession for unpaid rent and to a Monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

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 tenants;
- A copy of a residential tenancy agreement with a two page Addendum that bears four signatures, and indicates a monthly rent of \$2,200.00 due on the first day of each month beginning on October 1; 2015, and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 9, 2016 with a stated effective vacancy date of March 20, 2016, for \$2200.00 in unpaid rent due on March 1, 2016.

The evidence filed by the landlords indicates that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on March 9, 2016, by attaching a copy of the Notice on the door. Section 90 of the Act deems the tenants were served three days later on March 12, 2016.

The Notice to End Tenancy states that the tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end.

Section 46(5) of the Act states that if a tenant who receives a Notice does not pay the rent, or make an application for dispute resolution within five days of receiving the Notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

Analysis

Although the Tenancy Agreement was not dated as required by section 12 of the Residential Tenancy Regulation, it provides the names of both landlords and both tenants. I am satisfied that the four signatures on the Tenancy Agreement Addendum are those of the Landlords and Tenants and that the tenancy started on October 1, 2015. I find that the Tenants are obligated to pay \$2,200.00 per month in rent.

After considering the evidence before me I accept that the tenants received the Notice to End Tenancy on March 5, 2016, and with the Direct Request Proceeding documents as declared by the landlords.

Records at this office indicate that the tenants did not apply to dispute the Notice to End Tenancy.

I accept that the tenants have failed to pay all the rent owed in full within the five days granted under section 46 (4) of the *Act*.

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. Therefore, I find that the landlords are entitled to an Order of Possession and I grant them that order.

I further find that the landlords are entitled to recover the \$2,200.00 in rental arrears owing for March 2016, and I grant the landlords a Monetary Order for \$2,200.00 in unpaid rent.

Conclusion

I grant the landlords an Order of Possession effective **two days after service** on the tenants. This order may be filed in the Supreme Court and enforced as an Order of that Court.

I grant the landlords a monetary order pursuant section 67 in the amount of **\$2,200.00** comprised of 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 final and binding on the parties, unless otherwise provided under the Act, and 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: March 29, 2016

Residential Tenancy Branch