



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

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 landlords for an Order of Possession based on unpaid rent.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 04, 2016, at 8:05 PM, the landlord “TN” served the tenant with the Notice of Direct Request Proceeding by way of personal service via hand-delivery. The personal service was confirmed as the tenant acknowledged receipt of the Notice of Direct Request Proceeding by signing the Proof of Service form. The Proof of Service form also establishes that the service was witnessed by “TT” and a signature for “TT” is included on the form.

Based on the written submissions of the landlord, and in accordance with section 89 of the *Act*, I find that the tenant has been duly served with the Direct Request Proceeding documents on April 04, 2016.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 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 Request Proceeding served to the tenant;

- A copy of a residential tenancy agreement which was signed by the landlords and the tenant on January 21, 2016, indicating a monthly rent of \$750.00 due on the first day of the month for a tenancy commencing on February 01, 2016;
- A Monetary Order Worksheet on which the landlords indicate that there is unpaid rent owing in the amount of \$1,500.00, comprised of the balance of unpaid rent owing as of March 21, 2016. The landlords also indicate that there is a balance of \$128.00 owed for unpaid utility payments;
- Copies of a hydro bill and a gas bill;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated March 22, 2016, which the landlords state was served to the tenant on March 22, 2016 for \$1,500.00 in unpaid rent due on March 21, 2016, with a stated effective vacancy date of April 01, 2016. The landlords indicate that there is also a balance owed in the amount of \$128.00 for unpaid utility payments; and
- A copy of the Proof of Service of the Notice showing that the landlord "TN" served the Notice to the tenant by way of personal service via hand-delivery at 8:00 PM on March 22, 2016. The Proof of Service form establishes that the service was witnessed by "DN" and a signature for "DN" is included on the form.

The Notice restates section 46(4) of the Act which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the effective date of the Notice. The tenant did not apply to dispute the Notice within five days from the date of service and the landlords alleged that the tenant did not pay the rental arrears.

Analysis

I have reviewed all documentary evidence provided by the landlords and find that in accordance with section 88 of the Act the tenant was duly served with the Notice on March 22, 2016.

I find that the tenant was obligated to pay monthly rent in the amount of \$1,500.00, 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 \$1,500.00, comprised of the balance of unpaid rent owing as of March 21, 2016. I find that the tenant received the Notice on March 22, 2016. I accept the landlords' undisputed evidence and find that the tenant did not pay the rent owed in full within the 5 days granted under section 46 (4) of the Act and did not apply to dispute the Notice within that 5-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, April 01, 2016.

Therefore, I find that the landlords are entitled to an Order of Possession based on the March 22, 2016 Notice served to the tenant for unpaid rent.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). 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.

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: April 07, 2016

Residential Tenancy Branch