



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 690324 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution by Direct Request seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act* (Act) personally on June 10, 2016 in accordance with the direction provided in the Interim Decision dated June 7, 2016. The landlord also stated that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the Act.

While the landlord had submitted an Application for Dispute Resolution by Direct Request the adjudicator found that the tenancy agreement submitted by the landlord did not provide sufficient detail as to the tenancy to determine if the landlord's 10 Day Notice to End Tenancy for Unpaid Rent was a valid notice. As such, the adjudicator, in a decision written on June 7, 2016 adjourned the matter to a participatory hearing. This decision arises from the hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent, pursuant to Sections 46 and 55 of the Act.

Background and Evidence

The landlord submitted the following relevant documents as evidence:

- A copy of a tenancy agreement signed by the parties on March 7, 2016 for a month to month tenancy beginning on May 1, 2016 for the monthly rent of \$550.00 with a security deposit of \$275.00 paid. The agreement does not stipulate what day in the month that rent is due;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on May 2, 2016 with an effective vacancy date of May 12, 2016 due to \$550.00 in outstanding rent; and
- A written and signed statement that two agents for the landlord served the female tenant with the 10 Day Notice to End Tenancy for Unpaid Rent on May 2, 2016 at 1:20 p.m.

The landlord, in their testimony, confirmed that rent was normally due on the 1st of each month.

The landlord submitted the tenants failed to pay the full rent owed for the month of May 2016 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent as per the written statement noted above.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord acknowledged the tenants did pay the amount of \$550.00 on May 9, 2016 and that they issued a receipt on that date that stipulated that acceptance of the payment would not constitute a re-establishment of the tenancy.

Analysis

I have reviewed all 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 May 2, 2016 and the effective date of the notice was May 12, 2016. I accept the evidence before me that the tenants 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 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 the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: July 14, 2016

Residential Tenancy Branch