Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

This matter proceeded by way of 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.

The Landlords submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on February 15, 2017, the Landlord TP served each of the Tenants with the Notice of Direct Request Proceeding by attaching a copy to the doorknob at the rental unit.

Section 90 of the Act determines that a document served in this manner is deemed to have been served three days after posting.

The Landlords also provided written testimony that on January 30, 2017, they discovered that the Tenants moved out of the rental unit without notice or providing a forwarding address, leaving behind two occupants who are not the Landlords' tenants. Based on this written testimony, I am satisfied that the Tenants did not provide vacant possession of the rental unit to the Landlords and that the Tenants left no forwarding address for service.

Based on the written submissions of the Landlords, I find that both of the Tenants have been sufficiently served with the Direct Request Proceeding documents, on February 18, 2017, pursuant to the provisions of Section 71 of the Act.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession for unpaid rent pursuant to Section 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 Proceeding for the Tenants;

- A copy of a residential tenancy agreement which was signed by the parties on September 8, 2016, indicating a monthly rent of $1,200.00 due on the 15th day of the month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 21, 2017 (the "Notice"), for $600.00 in unpaid rent that was due on January 15, 2017; and

- A copy of a Proof of Service document, indicating that the Landlord TP attached the Notice to the door of the renal unit on January 21, 2017, at 7:00 p.m. This proof of service document is signed by a witness.

The Notice states that the Tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution. The Tenants did not apply to dispute the Notices to End Tenancy within five days from the date of service.

The Direct Request Worksheet indicates that $500.00 was paid towards the outstanding rent on January 30, 2017, and that $100.00 remains outstanding. Copies of rent receipts provided in evidence show that the rent receipt for January 30, 2017, was for "use and occupancy only".

Analysis

I have reviewed all documentary evidence and accept that the Tenants have been served with the Notice to End Tenancy as declared by the Landlords. I accept the evidence before me that the Tenants have failed to pay all the rent owed in full within the 5 days granted under Section 46 (4) of the Act.

Based on the foregoing, 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. In this case, I find that the effective date of the Notice is January 24, 2017. Therefore, I find that the Landlords are entitled to an Order of Possession.

Conclusion

I hereby provide the Landlords with an Order of Possession effective **two days after service** of the Order upon the Tenants. This Order may be posted to the door of the rental unit and is deemed served three days after posting. This Order may be filed in the Supreme Court and 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: February 21, 2017

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Residential Tenancy Branch