



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 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 and a Monetary Order for unpaid rent.

The Landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on February 14, 2017, the Landlord served each of the Tenants with the Notice of Direct Request Proceeding via registered mail. Copies of the registered mail receipts were provided in evidence.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five.

Based on the written submissions of the Landlord, I find that both of the Tenants have been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord 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 Landlord 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 October 21, 2016, indicating a monthly rent of \$1,700.00 due on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 2, 2017, for \$600.00 in unpaid rent that was due on January 1, 2017; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 2, 2017, for \$1,700.00 in unpaid rent that was due on February 1, 2017.

Documentary evidence filed by the Landlord indicates that the Tenants had failed to pay all rent owed and were served with both of the 10 Day Notices to End Tenancy for Unpaid Rent by

personal delivery on February 2, 2017, at 7:05 p.m. This proof of service document is signed by the Tenant RTW and a witness

The Notices state 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 the Tenants have not paid any of the outstanding rent, and that \$2,300.00 remains outstanding.

Analysis

I have reviewed all documentary evidence and accept that the Tenants have been served with Notices to End Tenancy as declared by the Landlord. 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 Notices. In this case, I find that the effective date of the Notices is February 12, 2017. Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I also provide the Landlord with a Monetary Order pursuant to Section 67 of the Act in the amount of **\$2,300.00** comprised of rent owed to the Landlord. 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 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

Residential Tenancy Branch