



Dispute Resolution Services

Page: 1

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 Landlord for an Order of Possession based on unpaid rent.

The Landlord submitted two signed Proof of Service of the Notice of Direct Request Proceedings which declares that on September 10, 2017, the Landlord posted the Notices of Direct Request Proceeding to the door of the rental unit. The Landlord had a witness sign the Proof of Service of the Notice of Direct Request Proceedings to confirm this service. Based on the written submissions of the Landlord and in accordance with sections 89(2) and 90 of the *Act*, I find that the Tenants have been deemed served with the Direct Request Proceeding documents on September 13, 2017, the third day after their posting.

Issue(s) to be Decided

Is the Landlord 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 evidentiary material:

- A copy of a residential tenancy agreement which was signed by the Landlord and the Tenants on September 7, 2014, indicating a monthly rent of \$775.00, due on the first day of each month for a tenancy commencing on October 1, 2014;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated August 18, 2017, with a stated effective vacancy date of August 31, 2017, for \$775.00 in unpaid rent; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the second 10 Day Notice) dated September 2, 2017, with a stated effective vacancy date of September 2, 2017, for \$1,575.00 in unpaid rent.

Witnessed documentary evidence filed by the Landlord indicates that the most current 10 Day Notice was personally served to Tenant J.S. 11:00 a.m. on September 2, 2017. The 10 Day Notice 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.

Analysis

I have reviewed all documentary evidence and in accordance with section 88 of the *Act*, I find that the Tenants were served with the second 10 Day Notice on September 2, 2017. The day it was personally served.

I find that the Tenants were obligated to pay the monthly rent in the amount of \$775.00, as per the tenancy agreement.

I accept the evidence before me that the Tenants have failed to pay the rent owed in full within the five days granted under section 46(4) of the *Act* and did not dispute the second 10 Day Notice within that five day period.

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 corrected effective date of the 10 Day Notice, September 12, 2017.

Therefore, I find that the Landlord is entitled to an Order of Possession for unpaid rent owing for September 2017 as of September 8, 2017.

Conclusion

I grant an Order of Possession to the Landlord 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: September 18, 2017

Residential Tenancy Branch