



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR-DR

### 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 January 15, 2018, the landlords personally served Tenant Ja.S. the Notice of Direct Request Proceeding. The landlords had Tenant Ja.S. and a witness sign the Proof of Service of the Notice of Direct Request Proceeding to confirm personal service. Based on the written submission of the landlords and in accordance with section 89 of the *Act*, I find that Tenant Ja.S. has been duly served with the Direct Request Proceeding documents on January 15, 2018.

The landlords have not provided a signed Proof of Service of the Notice of Direct Request Proceeding for Tenant Jo.S. and have not established that Tenant Jo.S. has been served the Notice of Direct Request Proceeding.

Therefore, I will only hear the landlords' application against Tenant Ja.S.

### 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 a residential tenancy agreement which was signed by the landlords and Tenant Ja.S on July 25, 2017, indicating a monthly rent of \$1,800.00, due on the first day of each month for a tenancy commencing on July 31, 2017;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated January 2, 2018 for \$1,800.00 in unpaid rent (the 10 Day Notice). The 10 Day Notice provides that Tenant Ja.S. had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of January 12, 2018;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was placed in Tenant Ja.S.'s mailbox or mail slot at 9:20 am on January 2, 2018; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy.

### Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that Tenant Ja.S. was deemed served with the 10 Day Notice on January 5, 2018, three days after its posting.

I find that Tenant Ja.S. was obligated to pay the monthly rent in the amount of \$1,800.00, as per the tenancy agreement.

I accept the evidence before me that Tenant Ja.S. has 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 10 Day Notice within that five day period.

Based on the foregoing, I find that Tenant Ja.S. is 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, January 15, 2018.

Therefore, I find that the landlords are entitled to an Order of Possession for unpaid rent owing for January 2018 as of January 11, 2018.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on Tenant Ja.S. Should Tenant Ja.S. **and any other occupant** 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: January 16, 2018

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Residential Tenancy Branch