



# 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 18, 2018, the landlords personally served Tenant J.L. the Notice of Direct Request Proceeding. The landlords had Tenant J.L. 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 J.L. has been duly served with the Direct Request Proceeding documents on January 18, 2018.

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

Therefore, I will only hear the landlords' application against Tenant J.L.

### 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 Landlord A.B. on December 19, 2012 and by Landlord J.B. and the tenant on December 11, 2012, indicating a monthly rent of \$700.00, due on the second day of each month for a tenancy commencing on December 1, 2012;

- A copy of a Notice of Rent Increase form showing the rent being increased from \$700.00 to the current monthly rent amount of \$720.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated December 28, 2017 for \$1,240.00 in unpaid rent (the 10 Day Notice). The 10 Day Notice provides that the tenant 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 15, 2018;
- A copy of a Proof of Service Notice to End Tenancy form which was signed by the tenant and indicates that the 10 Day Notice was personally served to the tenant at 10:00 am on December 28, 2017; 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 section 88 of the *Act*, I find that the tenant was duly served with the 10 Day Notice on December 28, 2017.

I find that the tenant was obligated to pay the monthly rent in the amount of \$720.00, as per the tenancy agreement and the Notice of Rent Increase.

I accept the evidence before me that the tenant 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 the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the 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 November 2017 and December 2017 as of January 16, 2018.

### Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant. Should the tenant 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 19, 2018

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Residential Tenancy Branch