



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD
and [tenant name suppressed to protect privacy]

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 landlord for an Order of Possession based on unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 02, 2018, the landlord’s agent “KM” served the tenant with the Notice of Direct Request Proceeding by way of posting it to the door of the rental unit. The Proof of Service form establishes that the service was witnessed by “TM” and a signature for “TM” is included on the form.

Based on the written submissions of the landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the Direct Request Proceeding documents on February 05, 2018, three days 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 the Proof of Service of the Notice of Direct Request Proceeding served to the tenant;
- A copy of a residential tenancy agreement which was signed by the landlord’s agent and the tenant on October 30, 2013, indicating a monthly rent of \$1,100.00, due on the first day of the month for a tenancy commencing on November 15, 2013;

- The landlord established the manner in which the monthly rent was raised from the initial \$1,100.00 stated in the tenancy agreement to the current amount of \$1,156.00 by providing copies of “Notice of Rent Increase” forms provided to the tenant during the course of the tenancy;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated November 07, 2017, which the landlord states was served to the tenant on November 07, 2017, for \$1,324.00 in unpaid rent due on November 01, 2017, with a stated effective vacancy date of November 17, 2017; and
- A Direct Request Worksheet showing the rent owing during the portion of this tenancy in question, on which the landlord establishes the amount of unpaid rent owed for the period of October 2017 to January 2018. The landlord indicates that there was unpaid rent owed in the amount of \$1,324.00 at the time the Notice was issued to the tenant;
- A copy of the Proof of Service of the Notice showing that the landlord’s agent “AD” served the Notice to the tenant by way of personal service via hand-delivery at 10:00 AM on November 07, 2017. The Proof of Service form establishes that the service was witnessed by “KM” and a signature for “KM” is included on the form.

The Notice restates section 46(4) of the *Act* which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the effective date of the Notice. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

Analysis

I have reviewed all documentary evidence provided by the landlord and find that in accordance with section 88 of the *Act* the tenant was duly served with the Notice on November 07, 2017.

I find that the tenant was obligated to pay monthly rent in the amount of \$1,156.00, as the landlord has established that the monthly rent amount was raised from the initial amount of \$1,100.00, as established in the tenancy agreement, to the current amount of \$1,156.00. I accept the evidence before me that the tenant has failed to pay rental arrears in the amount of \$1,324.00, comprised of the balance of unpaid rent owed by November 01, 2017, as indicated on the 10 Day Notice to End Tenancy for Unpaid Rent.

I accept the landlord’s undisputed evidence and find that the tenant did not pay the rent owed in full within the five days granted under section 46 (4) of the *Act* and did not apply to dispute the 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 Notice, November 17, 2017.

Therefore, I find that the landlord is entitled to an Order of Possession based on the November 07, 2017 Notice served to the tenant for unpaid rent owed by November 01, 2017.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. 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: February 22, 2018

Residential Tenancy Branch