



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Remax Little Oak Property Management
and [tenant name suppressed to protect privacy]

Dispute Codes OPR-DR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 5, 2018 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served on the fifth day after it was sent.

Based on the written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are, whether the landlord is entitled to an Order of Possession for unpaid rent ,pursuant to sections 46, & 55of the *Residential Tenancy Act (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 for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 7, 2014 for a tenancy beginning July 1, 2014 for the monthly rent of \$820.00 due on 1st of the month;
- copies of notices of rent increase that establish the present rent as \$884.00 as of January 1, 2018;
- a copy of the rent ledger for this tenant showing the amount of rent outstanding and that rent collected, since the 10 day notice was given, was accepted for use and occupancy only; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 7, 2018 with an effective vacancy date of February 17, 2018 due to \$1887.45 in unpaid rent.

Documentary evidence filed by the landlord(s) indicates that the tenant(s) had failed to pay the rent totaling \$1687.45 to the end of February 2018 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on February 7, 2018.

The Notice states that the tenant(s) had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant(s) did not apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice was signed for by the tenant(s) on February 7, 2018. I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*, and that there is presently \$867.45 in rent outstanding.

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.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act it is my decision that the landlord is entitled to an Order of Possession, pursuant to section 55 of the Residential Tenancy Act, effective **two days after service on the tenant(s)**. This order must be served on the tenant(s) and may be filed in the Supreme Court 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: March 08, 2018

Residential Tenancy Branch