



# 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, & 55 of the *Residential Tenancy Act (Act)*.

## Background and Evidence

The landlord submitted the following relevant 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 February 9, 2014 for a tenancy beginning February 1, 2014 for the monthly rent of \$800.00 due on 1st of the month;
- 3 notices of rent increase that establish the present rent at \$887.00 as of January 1, 2018;
- a copy of the tenants rental payment ledger/history that the shows of the present rent outstanding is \$715.45.

- A copy of both pages 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 \$765.45 in unpaid rent.

Documentary evidence filed by the landlord(s) indicates that the tenant(s) had failed to pay a portion of the rent owed for the month 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 received by the tenant on February 7, 2018 and the effective date is February 17, 2018.

I accept the evidence before me that the tenant has failed to pay the outstanding rent in full, with in the 5 days granted under section 46 (4) of the *Act*.

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, and pursuant to section 55 of the Residential Tenancy Act, I have issued an order, effective **two days after service on the tenant**. This order must be served on the tenant 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

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Residential Tenancy Branch