



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Dispute Codes

OPR, MNR & FF

## 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 and a monetary order due to unpaid rent and recovery of the filing fee.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 4, 2018 the landlords 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 landlords are entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent and recovery of the filing fee, pursuant to sections 46, 55, 67, & 72 of the *Residential Tenancy Act (Act)*.

## Background and Evidence

The landlords 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 the registered mail receipt dated March 4, 2018;
- A copy of a residential tenancy agreement which was signed by the parties on April 2, 2017 for a tenancy beginning April 15, 2017 for the monthly rent of \$1050.00 due on 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 15, 2018 with an effective vacancy date of February 25, 2018 due to \$825.00 in unpaid rent.

Documentary evidence filed by the landlord(s) indicates that the tenant 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 which was posted on the door of the tenant's rental unit on February 15, 2018 and therefore is deemed served three days later.

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 landlords. The notice is deemed to have been received by the tenant(s) on February 18, 2018 and the effective date of the notice is amended to February 28, 2018 pursuant to section 53 of the *Act*. 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*.

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 landlords are 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 and may be filed in the Supreme Court and enforced as an order of that Court.

It is also my decision that the landlords are entitled to monetary compensation, pursuant sections 67 and 72, in the amount of **\$925.00** comprised of \$825.00 rent outstanding for the month of February 2018, and the \$100.00 filing fee. This order must be served on the tenant(s) and may be filed in the Provincial Court (Small Claims) 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