



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Witmar Holdings 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 March 19, 2018, the Landlord sent the Tenant V.Z. the Notice of Direct Request Proceeding by registered mail to the rental unit. The Landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the Landlord and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant V.Z. has been deemed served with the Direct Request Proceeding documents on March 24, 2018, the fifth day after their registered mailing.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 19, 2018, the Landlord sent the Tenant B.M. the Notice of Direct Request Proceeding by registered mail to the rental unit. The Landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the Landlord and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant B.M. has been deemed served with the Direct Request Proceeding documents on March 24, 2018, the fifth day after their registered mailing.

### Issue(s) to be Decided

1. 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 signed copy of a residential tenancy agreement, indicating a monthly rent of \$1,000.00, due on the first day of each month for a tenancy commencing on April 1, 2013.
- A signed copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated March 2, 2018 for \$1,105.00 in unpaid rent. The 10 Day Notice provides that the Tenants 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 March 15, 2018;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the Tenants' door at 2:00 (A.M. or P.M. was not indicated) on March 2, 2018 and that this service was witnessed by a third party;
- A copy of a Direct Request Worksheet showing the monthly breakdown of rent owed as well as recording a partial payment of rental arrears on March 6, 2018 in the amount of \$545.00. The worksheet indicates a total outstanding balance of \$515.00;
- A copy of a Notice of Rent Increase dated May 11, 2015 showing a starting rent of \$1,000.00, a rent increase of \$25.00 and a total new rent of \$1,025.00 payable starting on September 1, 2015.
- A copy of a Notice of Rent Increase dated January 31, 2017 showing a starting rent of \$1,025.00, a rent increase of \$35.00 and a total new rent of \$1,060.00 payable starting on May 1, 2017.

### Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the Tenants were deemed served with the 10 Day Notice on March 5, 2018, three days after its posting.

I find that the Tenants were obligated to pay the monthly rent in the amount of \$1,000.00.00, as per the tenancy agreement. I find that the Tenants were duly served with the Notice of Rent Increase dated May 11, 2015 which raised the rent by \$25.00 from \$1,000.00 to \$1,025.00 per month starting September 1, 2015. I find that the Tenants were duly served with the Notice of Rent Increase dated January 31, 2017 which raised the rent by \$35.00 from \$1,025.00 to \$1,060.00 per month starting May 1, 2017. I find that on March 1, 2018, the Tenants were obligated to pay the monthly rent in the amount of \$1,060.00. The 10 Day Notice dated March 2, 2018 states that the Tenants failed to pay rent on March 1, 2018; I accept this evidence.

I accept the evidence before me that while the Tenants have made a partial payment of rent on March 6, 2018 in the amount of \$545.00 they have 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 Tenants are conclusively presumed under sections 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, March 15, 2018. Therefore, I find that the Landlord is entitled to an Order of Possession.

### Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service on the Tenants**. Should the Tenants 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: March 29, 2018

---

Residential Tenancy Branch