



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 and a monetary Order.

The landlord submitted signed Proof of Service of the Notice of Direct Request Proceedings which declares that on January 11, 2018, the landlord sent the Notice to the tenant through Canada Post registered mail. The landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing in fact took place on March 2, 2018. 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 March 7, 2018, the fifth day after their registered mailing.

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 a residential tenancy agreement which was signed by a landlord and tenant on August 31, 2017, indicating a monthly rent of \$375.00 due on the first day of the month;

- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy;
- A copy of a 10-Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated January 11, 2018 for \$750.00 in unpaid rent. The 10 Day Notice provides that the tenant 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 January 23, 2018; and
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was attached to the tenant's door or other conspicuous place at 17:00 on January 11, 2018.

Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on January 14, 2018, three days after it was attached to the tenant's door or other conspicuous place.

I find that the tenant was obligated to pay the monthly rent in the amount of \$375.00, as per the tenancy agreement.

I accept the evidence before me that the tenant has 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 tenant is conclusively presumed under sections 46(5) and 53(2) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, January 24, 2018.

Therefore, I find that the landlord is entitled to an Order of Possession for unpaid rent owing for October 2017 and January 2018 as of February 23, 2018.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant 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: April 9, 2018

Residential Tenancy Branch