



# 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.

The landlord submitted two signed Proof of Service of the Notice of Direct Request Proceedings which declares that on June 22, 2018, the landlord posted the Notices of Direct Request Proceeding to the door of the rental unit. The landlord had a witness sign the Proof of Service of the Notice of Direct Request Proceedings to confirm this service. Based on the written submissions of the landlord and in accordance with sections 89(2) and 90 of the *Act*, I find that the tenants have been deemed served with the Direct Request Proceeding documents on June 27, 2018, the third day after their posting.

### 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 the landlord and the tenants on October 01, 2009, indicating a monthly rent of \$1,075.00, due on the first day of each month for a tenancy commencing on October 01, 2009;
- Two copies of Notice of Rent Increase forms showing the rent being increased to the current monthly rent amount of \$1,152.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 05, 2018 for \$127.26 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 June 15, 2018;

- A copy of a Proof of Service Notice to End Tenancy form, signed by Tenant N.O., which indicates that the 10 Day Notice was personally served to Tenant N.O on June 05, 2018; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy;

### Analysis

I have reviewed all documentary evidence and in accordance with section 88 the *Act*, I find that the tenants were duly served with the 10 Day Notice on June 05, 2018. I find that the tenants were obligated to pay the monthly rent in the amount of \$1,152.00 as per the tenancy agreement and Notice of Rent Increase forms. I accept the evidence before me that the tenants have failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act* and did not dispute the 10 Day Notice within that 5 day period. Based on the foregoing, I find that the tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, June 15, 2018. Therefore, I find that the landlord is entitled to an Order of Possession for unpaid rent owing for June 2018 as of June 20, 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(s) 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: June 28, 2018

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Residential Tenancy Branch