



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 a signed Proof of Service of the Notice of Direct Request Proceeding, which declares that on November 22, 2018, the Landlord sent the Tenant 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. The Landlord also provided a copy of a Proof of Service of the Notice of Direct Request Proceeding, with the signature of witness, W.B. confirming that she witnessed the Landlord the documents to the Tenant via registered mail. Based on the written submissions of the Landlord and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant was deemed to have been served with the Direct Request Proceeding documents on November 27, 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 the Landlord and the Tenant on November 3, 2014, indicating a monthly rent of \$2,650.00, due on the first day of each month for a tenancy commencing on December 1, 2014;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated November 5, 2018, for \$2,740.00 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 November 19, 2018;
- A copy of a witnessed Proof of Service Notice to End Tenancy form indicating that the 10 Day Notice was posted to the Tenant's door on November 5, 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 sections 88 and 90 of the *Act*, I find that the Tenant was deemed served with the 10 Day Notice on November 8, 2018, three days after its posting.

I find that the Tenant was obligated to pay the monthly rent in the amount of \$2,650.00, as per the tenancy agreement. I accept the evidence before me that the Tenant 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 effective date of the 10 Day Notice, November 19, 2018.

Therefore, I find that the Landlord is entitled to an Order of Possession for unpaid rent based on the November 05, 2018 10 Day Notice issued to the tenant for unpaid rent owed by November 01, 2018, as of November 22, 2018, the date on which the landlord's Application for Dispute Resolution by Direct Request was submitted .

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this**

Order on the Tenant(s). 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: November 28, 2018

Residential Tenancy Branch