



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

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 filed by the Landlords for an order of possession and a monetary order based on unpaid rent, and an order granting recovery of the filing fee.

The Landlords submitted a signed Proof of Service Notice of Direct Request Proceeding document which declares that the Landlords served the Tenant with a Notice of Dispute Resolution Hearing and supporting documents in person on March 22, 2021. The Proof of Service Notice of Direct Request Proceeding indicates the Tenant was given these documents by a police officer because the Tenant’s spouse has exhibited violent behaviour; a police file number was provided. The police officer did not sign the Proof of Service Notice of Direct Request Proceeding document.

The Proof of Service Notice of Direct Request Proceeding also indicates the Tenant was served with these documents by registered mail on March 22, 2021. Service in this manner was supported by Canada Post receipts which included the tracking number.

I am satisfied that these documents were served on the Tenant by registered mail on March 22, 2021. Pursuant to sections 89 and 90 of the *Act*, I find they are deemed to have been received by the Tenant – at the latest – on March 27, 2021, five days after they were sent by registered mail.

Issues to be Decided

1. Are the Landlords entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?
2. Are the Landlords entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?
3. Are the Landlords entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlords submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement signed by the parties on December 15, 2017, indicating a monthly rent in the amount of \$1,550.00 due on the first day of each month, for a tenancy commencing on December 15, 2017;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 4, 2021 for \$2,450.00 in unpaid rent (the “10 Day Notice”). 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 effective date of March 15, 2021;
- A copy of a signed Proof of Service - Notice to End Tenancy form which indicates that the 10 Day Notice was served on the Tenant in person on March 5, 2021, which service was witnessed by E.D.C.; and
- A copy of a Direct Request Worksheet showing the rent owing and paid during the relevant period.

Analysis

I have reviewed all documentary evidence and I find that the Tenant was obligated to pay monthly rent in the amount of \$1,550.00.

In accordance with sections 88 and 90 of the *Act*, I find that the Tenant was served with and received the 10 Day Notice on March 5, 2021, the day it was served in person.

I accept the evidence before me that the Tenant failed to pay the rent owed in full within the five days after receipt of the 10 Day Notice 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 March 15, 2021, the effective date of the 10 Day Notice.

Therefore, I find the Landlords are entitled to an order of possession which will be effective two days after it is served on the Tenant.

I also find the Landlords have demonstrated an entitlement to a monetary award in the amount of \$2,450.00 for unpaid rent due to March 31, 2021. The Landlords remain at liberty to reapply for a monetary order for any additional unpaid rent or other losses.

As the Landlords are successful, I find they are also entitled to a monetary award in the amount of \$100.00 in recovery of the filing fee paid to make the application.

Conclusion

The Landlords are granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession may be filed and enforced as an order of the Supreme Court of British Columbia.

The Landlords are granted a monetary order in the amount of \$2,550.00 for unpaid rent and in recovery of the filing fee for this application. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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, 2021

Residential Tenancy Branch