



Dispute Resolution Services

Page: 1

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 for unpaid rent and to recover the filing fee.

The Landlords submitted a signed Proof of Service Notice of Direct Request Proceeding documents which declare that they served the Tenant with a Notice of Dispute Resolution Proceeding and supporting documents by registered mail on May 28, 2021. Canada Post receipts which included the tracking number were submitted in support. Pursuant to section 89 and 90 of the *Act*, I find these documents are deemed to have been received by the Tenant on June 2, 2021, five days after they were mailed.

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 a monetary order for unpaid rent pursuant to sections 46 and 67 of the *Act*?
3. Are the Landlords entitled to recover the filing fee 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 signed residential tenancy agreement indicating a monthly rent in the amount of \$939.00 due by the first day of each month, for a tenancy commencing on July 24, 2019;
- A copy of a BC Assessment indicating the civic address, the legal description, and the parcel ID of the rental property;
- A copy of a Title Search Print dated April 20, 2021 indicating the parcel ID and confirming the Landlords are the registered owners of the rental property;
- A copy of a letter dated April 1, 2021, signed by the Landlords, indicating that they are the legal owners of the rental property;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 29, 2021 for \$5,738.00 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 stated effective vacancy date of May 9, 2021;
- A copy of signed Proof of Service Notice to End Tenancy documents which indicate that the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant’s door on April 29, 2021, which service was witnessed by L.K. and was supported by a photographic image of the 10 Day Notice attached to the Tenant’s door;
- A copy of a Repayment Plan dated August 9, 2020 confirming eight monthly payments of \$501.67 and one monthly payment of \$501.64 commencing on November 1, 2020; and
- A copy of a Direct Request Worksheet and a Statement dated May 14, 2021 showing the rent owing and paid during the relevant period.

Analysis

I have reviewed all documentary evidence and I find that the Landlords named in the application are the owners of the rental property and are entitled to the relief claimed.

I find the Tenant was obligated to pay monthly rent in the amount of \$939.00 and monthly repayment amounts as described above.

In accordance with sections 88 and 90 of the *Act*, I find that the Tenant is deemed to have received the 10 Day Notice on May 2, 2021, three days after it was attached to the Tenant's door.

I accept the evidence before me that the Tenant failed to pay the rent owed in full within 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 May 12, 2021, the corrected 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 \$5,738.00 for unpaid rent. Claims under the Direct Request process are limited to what is indicated in the 10 Day Notice. The Landlords remain at liberty to reapply for a monetary order for any additional unpaid rent or other losses.

As the Landlords have been successful, I find they are entitled to recover the \$100.00 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 must be 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 \$5,838.00 for unpaid rent and in recovery of the filing fee. 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: June 9, 2021

Residential Tenancy Branch