



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 10, 2014 the landlord sent the Notice of Direct Request Proceeding and supporting documents to the tenant by registered mail at the rental unit. The landlord provided a registered mail receipt, including tracking number, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing. .

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the parties on August 29, 2014, indicating a monthly rent of \$1,250.00 due on the 29th day of every month starting August 29, 2014;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 30, 2014 with a stated effective vacancy date of September 9, 2014, for \$1,250.00 in unpaid rent as of August 29, 2014;

- A Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenants' door on August 30, 2014 in the presence of a witness; and,
- A Monetary Order worksheet indicating the entire amount of \$1,250.00 remains outstanding as of the date of filing.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and I find the tenant is deemed to have received the 10 Day Notice three days after it was posted on the door, pursuant to section 90 of the Act. As such, the effective date of the 10 Day Notice automatically changes to read September 12, 2014 under section 53 of the Act.

I accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy would end on the effective date of the Notice. Therefore, I find that the tenancy ended September 12, 2014 and the landlords are entitled to an Order of Possession effective two (2) days after service upon the tenant.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$1,250.00 that was due August 29, 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the Act.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a Monetary Order in the amount of \$1,250.00 to serve upon the tenant.

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: September 16, 2014

Residential Tenancy Branch

