



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes

OPR, FF

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 22, 2009 an agent for the Landlord posted the Notice of Direct Request Proceeding at the rental unit address. Section 90 of the Residential Tenancy Act determines that a document that was posted is deemed to have been served on the third day after it is posted, which in these circumstances is December 25, 2009.

Based on the written submissions of the Landlord, I find the Tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent and to recover the filing fee from the Tenants for the cost of the Application for Dispute Resolution, pursuant to sections 55 and 72 of the *Act*.

### Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant
- A copy of a residential tenancy agreement between an agent for the Landlord and the female Tenant, which indicates that on October 15, 2008 she agreed to pay monthly rent of \$1,200.00 on the first day of each month. The agreement does not name the male Tenant

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the agent for the Landlord on November 27, 2009 which declares that the Tenants must vacate the rental unit by December 09, 2009 unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice indicates that the Tenants owe rent, in the amount of \$3,000.00, that was due on November 01, 2009
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which an agent for the Landlord stated that he posted the Notice on the door of the rental unit on November 27, 2009 at 1030 hours. An employee also signed the Proof of Service to indicate that he witnessed the service of the Ten Day Notice to End Tenancy.

On the Application for Dispute Resolution, the Landlord declared that the Ten Day Notice to End Tenancy was posted on the door on November 27, 2009 and that the Tenants had not paid rent for October and November of 2009.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the female Tenant entered into a tenancy agreement that required her to pay monthly rent of \$1,200.00 on the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant had not paid the outstanding rent from October and November, at the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent since the Landlord filed the Application for Dispute Resolution.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the a Ten Day Notice to End Tenancy, pursuant to section 46 of the *Act*, was posted on the rental unit on November 27, 2009. I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended ten days after she is deemed to have received that Notice.

### Conclusion

I find that the Landlord is entitled to an Order of Possession effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim against the female Tenant, in the amount of \$50.00 in compensation for the filing fee paid by the Landlord for this

Application for Dispute Resolution and I grant the Landlord a monetary Order for that amount. In the event that the Tenant does not comply with this Order, it may be served on the female Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

I decline to name the male Tenant in the monetary Order or the Order of Possession, as it has not been established that the Landlord has a tenancy agreement with the male 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: January 06, 2010.

---

Dispute Resolution Officer