



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes** OPR, MNR

### **Introduction**

This matter was conducted by way of 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 and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding on each of the Tenants. The Proof of Service documents declare that on September 30, 2010 at 1:02 p.m., the Landlord served the Notice of Direct Request Proceeding on the Tenants by registered mail to the rental unit. The Landlord provided a copy of the registered mail receipts and tracking numbers in evidence. Based on the written submissions of the Landlord, I find that the Tenants have been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

- Is the Landlord entitled to an Order of possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?

### **Background and Evidence**

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon each of the Tenants;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenants;
- A copy of a residential tenancy agreement which was signed by the parties on November 24, 2009, indicating a monthly rent of \$1,550.00 due on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 20, 2010, with a stated effective vacancy date of September 30, 2010, for \$1,550.00 in unpaid rent that was due on September 1, 2010; and

- The Landlord's Application for Dispute Resolution filed September 30, 2010, indicates that the Tenants owe rent in the amount of \$1,550.00.

The Landlord's documentary evidence indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving the document personally with the Tenant GD's father at the rental unit at 7:49 p.m., September 20, 2010. The Proof of Service document was signed by the Tenant GD's father, and witnessed by the Tenant GD.

The Notice states that the Tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenants did 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 accept that Notice to End Tenancy was provided to the Tenant GD's father in the presence of the Tenant GD. Section 88(e) of the Act allows a Tenant to be served by leaving a copy of a document at the Tenant's residence with an adult who **apparently resides with the Tenant**. The Landlord did not indicate that the Tenant GD's father was apparently residing with the Tenant, however the Tenant GD signed the Proof of Service. I find that the Tenants were sufficiently served for the purposes of this Application, pursuant to the provisions of Section 71(2)(b) of the Act, on September 20, 2010.

I accept the evidence before me that the Tenants failed to pay the rent owed within the 5 days granted under Section 46 (4) of the Act.

Based on the foregoing, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on September 30, 2010. I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of \$1,550.00.

### **Conclusion**

I hereby provide the Landlord with an Order of Possession effective **two days after service of the Order** upon the Tenants. The Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$1,550.00**. This Order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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*.