



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPR, MNR

### 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 and a monetary order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 24, 2011 an agent for the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail. I note that the Proof of Service of the Notice of Direct Request Proceeding does not have a place to indicate that documents were served via courier.

The Landlord submitted a copy of a Purolator receipt, with a PIN number, which indicates that an envelope was sent, via courier, to the Tenant at the rental unit on June 24, 2011. I note that Canada Post was in the midst of a labor dispute on June 24, 2011 and the Residential Tenancy Branch was advising parties that they could use courier services during the postal disruption.

Based on the written submissions of the Landlord and in the absence of evidence to the contrary, I find the Landlord sent the Dispute Resolution Direct Request Proceeding documents to the Tenant, via courier, on June 24, 2011. Given that Canada Post was in the midst of a labor dispute on this date, I find that the Tenant was sufficiently served with these documents, pursuant to section 72(2)(c) of the *Act*.

### 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 a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*.

### Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant.

- A copy of a residential tenancy agreement between the Landlord and the Tenant, which appears to be signed by the Tenant, that indicates that the tenancy began on May 01, 2011 and that the Tenant was required to pay rent of \$650.00 by the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was signed by an agent for the Landlord and dated June 10, 2011, which declares that the Tenant must vacate the rental unit by June 20, 2011 as the Tenant has failed to pay rent in the amount of \$525.00 that was due on June 01, 2011. The Notice declares that the tenancy will end unless the Tenant pays the rent or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.
- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy in which an agent for the Landlord declared that she personally served the Notice to the Tenant on June 10, 2011, in the presence of another party, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served on June 10, 2011 and that the Tenant owes \$500.00 in rent for June of 2011 plus a late fee of \$25.00.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$650.00 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 still owed \$500.00 in rent for June of 2011 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant paid the outstanding rent since the Application for Dispute Resolution was filed and therefore I find that the Tenant owes rent in the amount of \$500.00 for June.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was personally served to the Tenant on June 10, 2011.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy or that she has paid the outstanding rent. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on January 20, 2011. On this basis, I find that the Landlord is entitled to an Order of Possession.

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, in the amount of \$500.00, for unpaid rent and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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*.

Dated: July 19, 2011.

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Residential Tenancy Branch