



# Dispute Resolution Services

Page: 1

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 section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 11, 2011 the Landlords served the Tenant with the Notice of Direct Request in person in the presence of a witness. Based on the written submissions of the Landlords, I find that the Tenant was served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy Act*?

### Background and Evidence

I have carefully reviewed the following evidentiary material 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 which was signed by the parties on October 25, 2010 for a fixed term tenancy beginning November 1, 2010 and switches to a month to month tenancy after October 31, 2011, for the monthly rent of \$950.00 due on 1st of the month and a deposit of \$475.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, July 2, 2011 with an effective vacancy date of July 12, 2011 due to \$950.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent in person in the presence of a witness on July 2, 2011 at 8:25 p.m.

### Analysis

**Order of Possession** - I have reviewed all documentary evidence and accept that the Tenant has been served with notice to end tenancy as declared by the Landlords. The notice is deemed to have been received by the Tenant on July 2, 2011, the day it was served, and the effective date of the notice is July 12, 2011, pursuant to section 90 of the *Act*. I accept the evidence before me that the Tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the Tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice and I hereby grant the Landlords an Order of Possession.

**Monetary Order** – The evidence supports that the Tenant failed to pay the July 1, 2011 rent in full, in violation of section 26 of the *Act* which provides that a tenant must pay rent when it is due under the tenancy agreement. As per the aforementioned I approve the Landlord's request for a Monetary Order in the amount of **\$950.00** for July 1, 2011 rent.

Any deposits currently held in trust by the Landlords are to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

### Conclusion

I HEREBY FIND that the Landlords are entitled to an Order of Possession effective **two days after service on the Tenant**. This Order is legally binding and must be served on the Respondent Tenant.

A copy of the Landlord's decision will be accompanied by a Monetary Order for **\$950.00**. The Order is legally binding and must be served on the respondent 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: July 22, 2011.

---

Residential Tenancy Branch