



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

OPR

### 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 two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on January 27, 2012 the Landlord served each Respondent with the Notice of Direct Request Proceeding by posting them on the door of the rental unit. Based on the written submissions of the Landlord, I find the both Tenants have been served with the Dispute Resolution Direct Request Proceeding document. Section 90 of the Act stipulates that a document that is served by posting is deemed received on the third day after it is mailed which, in these circumstances, is January 30, 2012.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession, pursuant to section 55 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 each Tenant.
- A copy of a residential tenancy agreement which names both Respondents but is only signed by the Respondent with the initials "F.C.". The agreement indicates that the tenancy began on June 03, 2011 and that the rent of \$800.00 rent is due by the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was signed by the Landlord and is dated January 04, 2012, which declares that the Respondents must vacate the rental unit by January 14, 2012 as they have failed to pay rent in the amount of \$800.00 that was due on January 01, 2012. The Notice declares that the tenancy will end unless the Respondents 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.

- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy, in which the Landlord declared that she posted the Notice on the door of the rental unit on January 04, 2012, in the presence of her husband, who also signed the Proof of Service.
- A copy of a receipt for a rent payment of \$500.00, dated January 14, 2012, which declared the payment is accepted for "use and occupancy only".
- A copy of a receipt for a rent payment of \$300.00, dated January 24, 2012, which declared the payment is accepted for "use and occupancy only".

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the door on January 04, 2012.

In the Application for Dispute Resolution, the Landlord declared that the Respondents did not pay rent for January until January 14, 2012, at which time they paid \$500.00, and the remaining rent of \$300.00 was paid on January 24, 2012.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Respondent with the initials "F.C." entered into a tenancy agreement that required the Respondent to pay monthly rent of \$800.00 by the first day of each month. I cannot conclude that the second Respondent entered into the tenancy agreement as he did not sign the agreement.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Respondent did not pay rent when it was due on January 01, 2012; that \$500.00 in rent was paid on January 14, 2012; and that \$300.00 in rent was paid on January 24, 2012.

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 posted at the rental unit on January 04, 2012.

I have no evidence to show that the Respondent 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 Respondent accepted that the tenancy ended ten days after they are deemed to have received a Notice that was posted on January 04, 2012.

Conclusion

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

The Order of Possession names only the Respondent with the initials "F.C.", as he is the only party who signed the tenancy agreement. The Order also directs any other guest or person occupying the rental unit to deliver full and peaceable possession of the above noted rental unit to the Landlord, which included the Respondent with the initials "M.W" if he is still occupying the unit.

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: February 01, 2012.

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Residential Tenancy Branch