



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 24, 2013 the landlord served each tenant with the Notice of Direct Request Proceeding via personal delivery at the rental unit.

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 and monetary compensation 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 Request, for each tenant;
- A copy of a residential tenancy agreement which was signed by the parties on February 21, 2013 and February 24, 2013, indicating a monthly rent of \$875.00 due on the 1st day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 16, 2013 with a stated effective vacancy date of April 25, 2013, for \$875.00 in unpaid rent as of April 1, 2013; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to one of the co-tenants (referred to by initials DVDL) on April 16, 2013, in the presence of a witness.

The 10 Day 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 10 Day Notice to End Tenancy within five days from the date of service.

In the details of dispute the landlord states that the tenants have paid \$687.50 toward the rent owed for April 2013, leaving an outstanding balance of \$187.50.

Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with a 10 Day Notice to End Tenancy as declared by the landlord. I note that the stated effective date is incorrect and it is also automatically changed, pursuant to section 53 of the Act, to read April 26, 2013 so as to comply with section 46 of the Act.

I accept the evidence before me that the tenants have failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy shall end on the effective date of the Notice. Therefore, I find that the tenancy ends April 25, 2013. Given the date of this decision, the landlord is provided an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$187.50 for the month of April 2013. The landlord is provided a Monetary Order for this amount to serve upon the tenants.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants. The landlord is provided a Monetary Order in the amount of \$187.50 to serve upon the tenants.

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: April 25, 2013

Residential Tenancy Branch

