



# Dispute Resolution Services

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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 Landlords for an Order of Possession and a Monetary Order.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each of the Tenants which declare that on May 27, 2013, at 3:30 p.m., the Landlords served the Tenants with the Notice of Direct Request Proceeding by handing the documents to the Tenants at the rental unit.

Based on the written submissions of the Landlords, I find that both of the Tenants have been served with the Direct Request Proceeding documents.

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

Are the Landlords entitled to an Order of possession?

Are the Landlords entitled to monetary compensation for unpaid rent?

### **Background and Evidence**

The Landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each of the Tenants;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the parties on April 29, 2012, indicating a monthly rent of \$1,200.00 due on the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 7, 2013, with a stated effective vacancy date of May 17, 2013, for \$1,200.00 in unpaid rent and \$249.00 in unpaid utilities.

Documentary evidence filed by the Landlords indicates that the rent and utilities remain unpaid. The documentary evidence indicates that the Landlord GT served the 10 Day Notice to End Tenancy for Unpaid Rent by handing the document to the Tenants on May 7, 2013, at 2:00 p.m. The Proof of Service document is signed by a witness.

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenant 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 the Tenants were served with Notice to End Tenancy on May 7, 2013.

The Landlord has applied for a monetary order to include unpaid utilities. The direct request process does not allow a party to make an application for a monetary order for unpaid utilities, only for unpaid rent. This portion of the Landlord's claim is dismissed with leave to reapply by way of participatory Hearing.

I accept the evidence before me that the Tenants have 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 Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on May 17, 2013.

Therefore, I find that the Landlords are entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$1,200.00**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlords with an Order of Possession effective **two days after service** of the Order upon the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

Pursuant to the provisions of Section 67 of the Act, I hereby provide the Landlords with a Monetary Order in the amount of **\$1,200.00** for service upon the Tenants. This Order 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*.

Dated: June 03, 2013

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Residential Tenancy Branch

