



# 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 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 in which the Landlord declared that on August 08, 2013 she personally served the Tenant with the Notice of Direct Request Proceeding at the rental unit. Based on the written submissions of the Landlord, I find the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the Landlord 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 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 that appears to be signed by the Tenant, which indicates that the tenancy began on May 01, 2013 and that the rent of \$1,200.00 is due by the first day of the month
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the Landlord and is dated August 02, 2013. The Notice does not declare the day

which the Tenant must move out by, which is known as the effective date of the Notice. The Notice declares that the Tenant owes rent, in the amount of \$2,200.00, that was due on August 01, 2013.

- A copy of Proof of Service of the 10 Day Notice to End Tenancy, in which the Landlord declared that she personally served the Notice to the Tenant on August 02, 2013, in the presence of her boyfriend, who also signed the Proof of Service.

On the Application for Dispute Resolution, the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served on August 02, 2013; that the Tenant paid no rent for August of 2013; and that the Tenant still owes \$1,000.00 in rent for July of 2013.

### 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, in which the Tenant agreed to pay monthly rent of \$1,200.00 by the first day of each month and that the Tenant had not paid rent of \$2,200.00 that was due on August 01, 2013 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 \$2,200.00.

Section 46(1) of the *Act* stipulates that a landlord may end a tenancy if rent is unpaid on any day after the rent is due by giving a notice to end tenancy. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a Notice to End Tenancy, served pursuant to section 46 of the *Act*, was personally served to the Tenant on August 02, 2013.

Section 46(2) of the *Act* stipulates that a notice to end tenancy under this section must comply with section 52 of the *Act*. Section 52 of the *Act* stipulates that to be effective a notice to end tenancy must declare the effective date of the Notice. In the circumstances before me I find that the Notice does not declare the effective date of the Notice and I therefore find that the Notice was not effective. As the Notice was not effective, I dismiss the application for an Order of Possession.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,200.00, for unpaid rent and I grant the Landlord a monetary Order in 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: August 16, 2013

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Residential Tenancy Branch

