



# 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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for the Tenant JH, which declares that on July 30, 2013, the Landlord served the Tenant JH with the Notice of Direct Request Proceeding by registered mail to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking numbers in evidence. The Landlord did not provide a Proof of Service document for the Tenant AS.

Based on the Landlord's written submissions, I find that the Tenant JH has been served with the Direct Request Proceeding documents.

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

Is the Landlord entitled to an Order of possession?

Is the Landlord entitled to 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 Proceeding for the Tenant JH;
- 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 August 13, 2012, indicating a monthly rent of \$700.00 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 July 19, 2013, with a stated effective vacancy date of July 29, 2013, for \$1,400.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by registered mail to the rental unit on July 19, 2013. The Landlord provided a copy of the receipt and tracking number in evidence.

The Tenants 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 Notice to End Tenancy was served by registered mail. Service in this manner is deemed to be effected 5 days after mailing the document, in this case July 24, 2013.

I accept the evidence before me that the Tenants failed to pay the rent owed in full within the 5 days granted under Section 46 (4) of the Act.

Section 53 of the Act provides that an incorrect end-of-tenancy date on a Notice to End Tenancy is automatically corrected to the earliest date that complies with 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 August 3, 2013.

Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$1,400.00**.

With respect to the Monetary Order, the Landlord did not provide evidence that the Tenant AS was served with the Notice of Direct Proceeding, as is required by the Act. Co-tenants are jointly and severally responsible for damages and rent. Therefore, the Monetary Order is issued against the Tenant JH only. It will be up to the Tenants to apportion the Landlord's monetary award between themselves.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord 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 Landlord with a Monetary Order in the amount of **\$1,400.00** for service upon the Tenant JH. 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: September 13, 2013

---

Residential Tenancy Branch

