



Dispute Resolution Services

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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 which declares that on November 14, 2013 the Landlord personally served the female Tenant with the Notice of Direct Request Proceeding at the rental unit address. The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 14, 2013 the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding at the rental unit address.

Based on the written submissions of the Landlord, I find the Tenants have 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 each Tenant
- A copy of a residential tenancy agreement, which appears to be signed by both Tenants. Although this agreement does not specify the amount of monthly rent, it does specify that the Tenant must pay a security deposit of \$525.00, which is "equal to ½ of the first months rent".

- A copy of an application for tenancy for this rental unit, which names the Tenants, which indicates the monthly rent will be \$1,050.00 and that rent will be due by the first day of each month.
- A copy of a signed 10 Day Notice to End Tenancy for Unpaid Rent which is dated November 02, 2013, which declares that the Tenants must vacate the rental unit by November 12, 2013 unless the Tenants 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. The Notice declares that the Tenants owe rent, in the amount of \$525.00, that was due on November 01, 2013.
- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which an agent for the Landlord stated that she posted the Notice on the door of the rental unit on November 02, 2013, in the presence of another person, who also signed the Proof of Service.
- A document signed by the female Landlord in which the Landlord declares that the Ministry of Social Services has paid \$525.00 of the \$1,050.00 due for rent for November of 2013 and that the Landlord has not received the "renter's portion of the rent for November 2013".

On the Application for Dispute Resolution, the Landlord declared that the 10 Day Notice to End Tenancy was posted on the Tenant's door on November 02, 2013 and that the Tenants did not pay rent for November of 2013.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants entered into a tenancy agreement for this rental unit and that the Tenant agreed to pay monthly rent of \$1,050.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the \$525.00 of the rent due for November of 2013 had not been paid by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent since the Application for Dispute Resolution was filed and therefore I find that the Tenants owe rent in the amount of \$525.00.

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 November 02, 2013.

I have no evidence to show that the Tenants 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 Tenants accepted that the tenancy ended ten days after the

Tenants are deemed to have received the Notice that was posted on November 02, 2013.

Conclusion

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

I find that the Landlord has established a monetary claim, in the amount of \$525.00, for unpaid rent and I grant the Landlord a monetary Order in that amount. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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: November 18, 2013

Residential Tenancy Branch

