



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Holmes (2005)  
and [tenant name suppressed to protect privacy]

## **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 three signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on November 15, 2013, at 5:40 p.m., the Landlord's agent served the Notice of Direct Request upon each of the Tenants at the rental unit.

Based on the Landlord's written submissions, I find that all three of 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 a Monetary Order 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 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 Landlord's agent on October 15, 2013, indicating a monthly market rent of \$1,400.00 due on the first day of the month;
- A copy of a "rental agreement between tenant and landlord" dated October 14, 2013, and signed by all of the parties;

- A copy of a Condition Inspection Report signed by the Landlord's agent and two of the Tenants on October 15, 2013; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 6, 2013, with a stated effective vacancy date of November 16, 2013, for \$2,100.00 in unpaid rent.

The Tenants have not filed an Application to cancel the Notice to End Tenancy. The Landlord's Application indicates that the rent has not been paid.

### **Analysis**

The Landlord provided two separate tenancy agreements (the "Residential Tenancy Agreement" and the "Rental Agreement between Tenant and Landlord"). I find that the Residential Tenancy Agreement is not a valid agreement, as it has not been signed by the Tenants.

However, I find that the "Rental Agreement between Tenant and Landlord" is a valid tenancy agreement.

I have reviewed all documentary evidence and accept that Notice to End Tenancy was served by handing the document to the Tenant JM at the rental unit on November 6, 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*.

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 November 16, 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 **\$2,100.00**.

### **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 **\$2,100.00** 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: November 20, 2013

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Residential Tenancy Branch

