



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the “Act”).

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 25, 2013 the landlord sent each tenant a Notice of Direct Request Proceeding via registered mail at the rental unit. The landlord provided the registered mail receipts, including tracking numbers, as proof of service.

Based on the written submissions of the landlord, I find that the tenants are deemed to have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on June 24, 2013, indicating a monthly rent of \$11,000.00 due on the 1st day of every month, and a security deposit of \$550.00;
- A copy of a cheque dated November 1, 2013 in the amount of \$1,100.00 written by the male tenant;
- A copy of a “Returned Item Advice” dated November 7, 2013 showing the tenant’s rent cheque dated November 1, 2013 was returned for the reason “payment stopped”;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 17, 2013 with a stated effective vacancy date of November 27, 2013 for \$1,100.00 in unpaid rent as of November 1, 2013; and,
- A copy of a letter signed by a person witnessing service of the 10 Day Notice to the female tenant, in person, on November 17, 2013 at the rental unit.

The 10 Day Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days from the date of service.

In the details of dispute, the landlord submitted that the tenancy agreement has a typographical error and that the monthly rent should read \$1,100.00, not \$11,000.00.

Analysis

I accept the landlord's submissions that the tenancy agreement contains a typographical error and that the monthly rent is \$1,100.00. I find this submission is supported by the copy of the returned cheque and the 10 day Notice and that landlord's declaration only benefits the tenants. Therefore, I continue to consider the landlord's application on the basis the tenants are required to pay rent of \$1,100.00 on the 1st day of every month.

I have reviewed all documentary evidence and accept that the tenants were served with a 10 Day Notice to End Tenancy on November 17, 2013. I accept the evidence before me that the tenants failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Therefore, I find that the tenancy ended November 27, 2013 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$1,100.00 for the month of November 2013. The landlord is provided a Monetary Order for this amount to serve upon the tenants.

The security deposit remains in trust to be administered in accordance with the Act.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants. The landlord is provided a Monetary Order in the amount of \$1,100.00 to serve upon the tenants.

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: December 03, 2013

Residential Tenancy Branch

