



# 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 a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act") in response to a Landlord's application for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service for each Tenant declaring that the Notice of Direct Request was served to each Tenant personally pursuant to section 89(1)(a) of the Act and within the time limits required by section 59(3) of the Act. Based on this, I find that the Landlord served the Tenants with Notice of Direct Request Proceeding documents as required by the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent?

Has the landlord established a monetary claim against the Tenants for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement signed by the Landlord and the Tenants on October 10, 2009 for a tenancy commencing on September 15, 2009. Monthly rent of \$2,200.00 is payable on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") issued on February 4, 2014 with an effective vacancy date of February 15, 2014 due to \$10,500.00 in unpaid rent due on February 1, 2014 (both pages were provided);
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities stating the Landlord personally served the notice to the Tenants on February 4, 2014 with a witness. Both Tenants also signed the Proof of Service document acknowledging receipt of the Notice; and,

- The Landlord's Application for Dispute Resolution made on February 21, 2014 claiming outstanding rent of \$10,500.00 for the five previous months of rent during which the Tenants only paid \$500.00.

### Analysis

I have reviewed the documentary evidence and I accept that the Tenants were personally served in the presence of a witness with the Notice on February 4, 2014; this is further supported by the Tenant's own signed acknowledgment.

I accept the evidence before me that the Tenants have failed to dispute the Notice or pay the rent owed within the 5 days provided under Section 46(4) of the Act. Therefore, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on the date of the Notice. I therefore find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **2 days after service on the Tenants**. This order may then be filed and enforced in the Supreme Court as an order of that court.

I further grant a Monetary Order in the amount of **\$10,500.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenants and 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: February 27, 2014

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Residential Tenancy Branch

