



# 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 February 21, 2014 the Landlord personally served the female Tenant with the Notice of Direct Request Proceeding. The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 21, 2014 the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find 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 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 indicates that the tenancy began on December 01, 2013 and that the rent of \$950.00 is due by the first day of each month. Although page 6, which is signatory page of the tenancy agreement, was not submitted, the Tenants appeared to have initialed the pages of the agreement that were submitted in evidence and they have signed what appears to be the 11<sup>th</sup> page of the 11 page tenancy agreement
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which appears to be signed by the Landlord and is dated February 03, 2014, which declares that the Tenants must vacate the rental unit by February 18, 2014 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 \$950.00, that was due on February 01, 2014

- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which the Landlord declared that the Landlord served the Notice by registered mail on February 03, 2014. The Landlord submitted documentation from Canada Post that corroborates that declaration.

On the Application for Dispute Resolution, the Landlord indicates that the Ten Day Notice to End Tenancy was served by registered mail on February 03, 2014 and the Landlord has made a claim for unpaid rent, in the amount of \$950.00.

#### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I am satisfied that the Tenants entered into a tenancy agreement that required the Tenant to pay monthly rent of \$950.00 by the first day of each month and that the Tenants had not paid rent for February of 2014 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 \$950.00.

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 sent to the Tenants, by registered mail, on February 03, 2014.

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 a Notice that was mailed on February 03, 2014.

#### 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 \$950.00, 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: February 27, 2014

