



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 03, 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 male Tenant has been served with the Direct Request Proceeding documents.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 03, 2014 the Landlord personally served the female Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the female Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord is 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 that was 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 that indicates that the tenancy began on November 01, 2013 and that the rent of \$2,200.00 is due by the first day of each month.
- A document dated February 03, 2014, which appears to be signed by the Landlord, which declares the rent for January has been reduced to \$1,800.00; that rent of \$1,000.00 was paid on January 13, 2014; and that rent of \$800.00 is still owing for January.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by an the Landlord and is dated January 05, 2014, which declares that the Tenants must vacate the rental unit by January 30, 2014 as they have failed to pay rent in the amount of \$2,200.00 that was due on January 01, 2014. The Notice declares that the tenancy will end 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.
- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy, in which the Landlord declared that the Notice was personally served to both Tenants on January 05, 2014, in the presence of another person, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served on January 05, 2014.

In the Application for Dispute Resolution the Landlord is claiming compensation for unpaid rent, in the amount of \$800.00.

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 that required the Tenants to pay monthly rent of \$2,200 by the first day of each month and that the Tenants had not paid \$800.00 of the rent that was due for January of 2014 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant 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 \$800.00.

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 personally served to the Tenant on January 05, 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 on January 30, 2014, which is the declared effective date of the Notice.

Conclusion

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

The Landlord has established a monetary claim, in the amount of \$800.00, for unpaid rent and I grant the Landlord a monetary Order in that amount. This Order 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 11, 2014

Residential Tenancy Branch

