



# Dispute Resolution Services

Page: 1

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 April 15, 2014 an agent for the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. Based on this written submission, I find that the Tenant was served with the Notice of Direct Request Proceeding.

### 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.
- A copy of a residential tenancy agreement which appears to be signed by the Tenants that indicates that the tenancy began on January 15, 2013; that \$400.00 in rent is due by the first day of each month; and that \$400.00 in rent is due by the fifteenth day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by an agent for the Landlord and is dated March 24, 2014, which declares

that the Tenant must vacate the rental unit by April 03, 2014, as she has failed to pay rent in the amount of \$500.00. 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. I note that the Tenant appears to have signed the Notice to acknowledge receipt of the Notice.

- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that the Notice was personally served to the Tenant on March 26, 2014.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served to the Tenant on March 26, 2014 and that the Tenant still owes \$500.00 in rent for March.

### 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 Tenant to pay monthly rent of \$400.00 by the first day of each month and \$400.00 by the fifteenth day of each month. On the basis of the undisputed evidence, I find that the Tenant had not paid \$500.00 of the rent that was due for March 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 Tenant owes rent in the amount of \$500.00.

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 March 26, 2014.

I have no evidence to show that the Tenant 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 Tenant accepted that the tenancy ended on April 03, 2014. I therefore find that she should have vacated the rental unit by that date and that the Landlord is entitled to an Order of Possession.

### Conclusion

I grant the Landlord an Order of Possession that is 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.

The Landlord has established a monetary claim, in the amount of \$500.00, for unpaid rent and I grant the Landlord a monetary Order in that amount. This Order may be served on the Tenant, 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: April 22, 2014

---

Residential Tenancy Branch

