



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)*.

The Landlord initially filed an Application for Dispute Resolution in which the Landlord applied for an Order of Possession for Cause, an Order of Possession for Unpaid Rent, an Order of Possession for breaching a material term of a tenancy, an early end to the tenancy, a monetary Order for unpaid rent, to retain the security deposit, and to recover the filing fee.

The Landlord subsequently amended the Application for Dispute Resolution and applied only for an Order of Possession. Although the amended application does not indicate that the Landlord is also seeking a monetary Order for unpaid rent, I find that it is reasonable to conclude that the Landlord is still seeking a monetary Order as the amount of the claim was reduced from \$2,250.00 to \$750.00. I will, therefore, consider the claim for unpaid rent of \$750.00.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 19, 2014 the Landlord served the Respondent with the initials "D.B." with the Notice of Direct Request Proceeding by registered mail. The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which corroborates that a package was mailed to this Respondent at the rental unit. Based on the written submissions of the Landlord, I find this Respondent has been served with the Direct Request Proceeding document. Section 90 of the *Act* stipulates that a document that is served by mail is deemed received on the fifth day after it is mailed which, in these circumstances, is June 24, 2014.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 19, 2014 the Landlord served the Respondent with the initials "J.B." with the Notice of Direct Request Proceeding by registered mail. The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which corroborates that a package was mailed to this Respondent at the rental unit. Based on the written submissions of the Landlord, I find this Respondent has been

served with the Direct Request Proceeding document. Section 90 of the *Act* stipulates that a document that is served by mail is deemed received on the fifth day after it is mailed which, in these circumstances, is June 24, 2014.

Issue(s) to be Decided

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

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 names both Respondents but only appears to be signed by the Respondent with the initials "D.B.". The agreement indicates that the tenancy began on September 01, 2013 and that the rent of \$750.00 is due by the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by the Landlord and is dated June 11, 2014, which declares that the Respondents must vacate the rental unit by June 21, 2014 as they have failed to pay rent in the amount of \$750.00 that was due on June 01, 2014. The Notice declares that the tenancy will end unless the Respondents 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 the Respondent with the initials "D.B." on June 11, 2014, in the presence of a third party, 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 June 11, 2014.

In the Application for Dispute Resolution, the Landlord declared that the Respondents owe rent for 3 months.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Respondent with the initials "D.B." entered into a tenancy agreement that required him to pay monthly rent of \$750.00 by the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that rent had not been paid for three months by the time the Landlord filed the Application for Dispute Resolution. I have no evidence to show that the outstanding rent has been paid since the Application for Dispute Resolution was filed and therefore I find that the Respondent with the initials "D.B." owes rent for three months. I therefore find that the Landlord is entitled to the full amount of his claim, which is \$750.00. I am unable to award compensation for the entire three months that are overdue, as the Landlord has not claimed that amount.

As the Respondent with the initials "J.B." does not appear to have signed the tenancy agreement, I have am unable to conclude, on the basis of the information provided, that he also agreed to pay the monthly rent. I therefore dismiss the Landlord's claim for a monetary Order naming this Respondent.

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 Respondent with the initials "D.B." on June 11, 2014. I have no evidence to show that the Respondents 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 Respondents accepted that the tenancy ended on June 21, 2014. I therefore find 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 Respondent with the initials "D.B.". This Order may be served on the Respondent, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the Landlord a monetary Order for \$750.00 for unpaid rent. In the event the Respondent does not comply with this Order, it may be served on the Respondent, 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: June 26, 2014

Residential Tenancy Branch