



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, dated September 24, 2014, which declares that the Landlord served the Tenant 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 is dated September 24, 2014. Although the Proof of Service does not declare the date of service, I find this was an administrative error and that it is reasonable to conclude that it was served on September 24, 2014, as the Proof of Service was dated on that date and the Canada Post receipt was dated on that date. Based on the written submissions of the Landlord, I find the Tenant 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 September 29, 2014.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and 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 Tenant, which indicates that the tenancy began on September 01, 2013 and that the rent of \$795.00 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 September 13, 2014, which declares that the Tenant must vacate the rental unit by September 23, 2014 as the Tenant has failed to pay rent in the amount of \$795.00 that was due on September 01, 2014. The Notice declares that the tenancy will end unless the Tenant pays 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 posted at the rental unit on September 13, 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 posted on September 13, 2014 and that rent of \$795.00 is outstanding.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$795.00 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 the Tenant had not paid rent for September 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 \$795.00.

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 posted at the rental unit on September 13, 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 the effective date of the Notice, which is ten days after the Tenant is deemed to have received a Notice.

Conclusion

I find that the Landlord is entitled to 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.

I find that the Landlord has established a monetary claim, in the amount of \$795.00 for unpaid rent and I grant a monetary Order in that amount. In the event the Tenant does

not comply with this Order, it 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: October 06, 2014

Residential Tenancy Branch

