



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 20, 2014 at 5:18 p.m. the Landlord served each named Respondent with the Notice of Direct Request Proceeding by registered mail. Canada Post receipts were provided in the Landlord's evidence. Based on the written submissions of the Landlord, I find that each named Respondent was deemed served notice of this proceeding on October 25, 2014, five days after they were mailed in accordance with section 90 of the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order?

### Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each named Tenant;
- A copy of the Landlord's Application for Direct Request and the Monetary Order Worksheet indicating the Tenants have failed to pay the October 1, 2014 rent of \$1,350.00;
- A copy of a residential tenancy agreement which was signed by the Landlord's Agent and the Tenant R.M. The other named Respondent, A.M., did not sign the tenancy agreement. The tenancy agreement is for a month to month tenancy that began on June 15, 2013, for the monthly rent of \$1,350.00 due on the 1<sup>st</sup> of each month;

- A letter written October 8, 2014, informing the Tenants that the named application to this dispute is acting as Agent for the Owner; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, October 8, 2014, with an effective vacancy date listed as October 18, 2014, due to \$1,350.00 in unpaid rent that was due on October 1, 2014.

Documentary evidence filed by the Landlord indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on October 8, 2014, at 3:05 p.m. when it was posted to their door, in the presence of a witness.

### Analysis

I have reviewed all documentary evidence and note that Tenant A.M. did not sign the tenancy agreement, however Tenant R.M. did sign. Therefore, as this application has been filed under the Direct Request process I find it can only proceed against Tenant R.M., who is a signatory to the tenancy agreement. Therefore, I dismiss the claim against Tenant A.M., without leave to reapply.

I accept that the Tenant has been served with notice to end tenancy as declared by the Landlord. The notice is deemed to be received by the Tenant on October 11, 2014, three days after it was posted to the door, and the effective date of the notice is October 21, 2014, pursuant to sections 46 and 90 of the *Act*. I accept the evidence before me that the Tenant has failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the Tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice and I hereby grant the Landlord an Order of Possession.

The evidence supports that the Tenant failed to pay the rent that was due on October 1, 2014, in violation of section 26 of the *Act* which provides that a tenant must pay rent when it is due under the tenancy agreement. As per the aforementioned I approve the Landlord's request for a Monetary Order for **\$1,350.00**.

Any deposits currently held in trust by the Landlord are to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

### Conclusion

The claim against A.M. is HEREBY DISMISSED, without leave to reapply.

The Landlord has been granted an Order of Possession effective **Two (2) Days after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been awarded a Monetary Order for **\$1,350.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be 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 31, 2014

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Residential Tenancy Branch

