



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted in response to a Landlord's Application for Direct Request for an Order of Possession and a Monetary Order for unpaid rent, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act").

The Landlord submitted a signed Proof of Service for each Tenant declaring that the Notice of Direct Request was personally served to each Tenant. Both Tenants and a witness for the Landlord signed the Proof of Service document to verify this method of service. As a result, I find that the Landlord served both Tenants with Notice of Direct Request Proceeding documents pursuant to Section 89(1) (a) of the Act.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?
- Has the Landlord established a monetary claim against the Tenants for unpaid rent?

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement signed by the Landlord and the Tenants on April 26, 2012 for a tenancy commencing on May 1, 2012. Monthly rent of \$2,500.00 is payable by the Tenants on the first day of each month;
- A copy of a two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on November 4, 2014 with a vacancy date of November 14, 2014 due to \$9,000.00 in outstanding rent due on November 1, 2014;
- A copy of the Proof of Service of the Notice declaring the Landlord personally served it to one of the Tenants on November 4, 2014; this Tenant signed the Proof of Service document acknowledging receipt of the Notice; and,

- The Landlord's Application for Direct Request made on November 13, 2014 claiming \$9,000.00 in rental arrears. The Monetary Order Worksheet indicates that the Tenants are in rental arrears for August, 2014 in the amount of \$1,500.00 and have not paid any rent for the months of September, October and November, 2014.

### Analysis

I have reviewed evidence and I accept that the Tenants acknowledged receipt of the Notice, which complied with the Act, on November 4, 2014. I also find that the Tenant's acknowledgment of the Notice is evidence that the Notice related to their rental suite address, even though the rental unit address is incomplete on the tenancy agreement.

I accept the evidence before me that the Tenants have failed to dispute the Notice or pay the outstanding rent recorded on the Notice within the five days provided under Section 46(4) of the Act. Therefore, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I therefore find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **two days after service on the Tenants**. This order may then be filed and enforced in the Supreme Court as an order of that court.

I further grant a Monetary Order in the amount of **\$9,000.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) 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: November 18, 2014

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Residential Tenancy Branch

