



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP MEDALLION REALTY
and [tenant name suppressed to protect privacy]

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 three signed Proofs of Service of the Notice of Direct Request Proceeding in which an agent for the Landlord declares that on December 06, 2014 the agent for the Landlord personally served the Tenants with the initials "S.C.", "N.C.", and "M.C." with the Notice of Direct Request Proceeding. On the basis of these declarations, I find that these individuals were served with the Direct Request Proceeding documents on December 06, 2014.

The Landlord submitted a fourth signed Proof of Service of the Notice of Direct Request Proceeding in which an agent for the Landlord declares that on December 06, 2014 the agent for the Landlord served the Tenant with the initials "W.N." with the Notice of Direct Request Proceeding, via registered mail. The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which corroborates this declaration. Section 90 of the *Act* determines that a document served by mail is deemed to have been served on the fifth day after it is mailed. On the basis of this declaration, I find that this individual was served with the Direct Request Proceeding documents by December 11, 2014.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession 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 for each tenant.

- A copy of a residential tenancy agreement, which appears to be signed by each Tenant, which indicates that the tenancy began on January 15, 2014 and that the Tenants agreed to pay rent of \$1,750.00 by the first day of each month.
- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent, dated November 17, 2014, which appears to be signed by an agent for the Landlord. The Notice declares that the Tenants must vacate the rental unit by November 27, 2014 October 15, 2014, as the Tenants failed to pay rent in the amount of \$7,250.00 that was due on November 01, 2014. The Notice declares that the tenancy will end unless the Tenant pays the rent or submits 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 Ten Day Notice to End Tenancy in which an agent for the Landlord declared that the agent for the Landlord personally served the Notice to the Tenant with the initials "N.C." on November 17, 2014. The Tenant appears to have signed the Proof of Service to acknowledged receipt of the Notice.
- A copy of a Monetary Order Worksheet that indicates that \$7,250.00 in rent is owed for the period between July 01, 2014 and November 30, 2014.

In the Application for Dispute Resolution the Landlord declared that the Ten Day Notice to End Tenancy for Unpaid Rent was personally served on November 17, 2014.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement that required the Tenants to pay monthly rent of 1,750.00 by the first day of each month, and that the Tenants still owed \$7,250.00 in rent for the period between July 01, 2014 and November 30, 2014. by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent since the Application for Dispute Resolution was filed and I therefore find that the Tenants owe rent of \$7,250.00.

On the basis of the undisputed evidence, I find that a 10 Day Notice to End Tenancy was personally served on November 17, 2014. I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside this Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on the effective date of the Notice to End Tenancy, which is November 27, 2014.

Conclusion

I grant the Landlord an Order of Possession 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 grant the Landlord a monetary Order for \$7,250.00. In the event that 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 *Act*.

Dated: December 12, 2014

Residential Tenancy Branch

