



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMACON PROPERTY MANAGEMENT SERVICES, INCORPORATED  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPR, MNR

### Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 28, 2014 the landlord served the Notice of Direct Request Proceeding and supporting documents upon the tenant in person, as evidenced by the tenant's signature on the Proof of Service.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

### Background and Evidence

The landlord submitted copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the landlord's agent and two co-tenants on March 20, 2014, indicating a monthly rent of \$750.00 due on the 1<sup>st</sup> day of every month starting April 15, 2014 for a fixed term set to expire March 31, 2015;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued to the femal tenant on November 14, 2014 with a stated effective vacancy date of November 24, 2014, for \$750.00 in unpaid rent as of November 1, 2014;
- A Breach Letter dated November 14, 2014 indicating the tenant was in breach of the tenancy agreement due to failure to pay rent of \$750.00;
- A Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to the tenant on November 14, 2014 as evidenced by the tenant's signature on the Proof of Service; and,
- A Monetary Order worksheet indicating the entire amount of \$750.00 remains outstanding as of the date of filing.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant not apply to dispute the Notice to End Tenancy within five days from the date of service.

### Analysis

Under the Act, a tenant is required to pay rent in accordance with the terms of their tenancy agreement. Where a tenant fails to do so, the landlord may serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. Upon receipt of a 10 Day Notice the tenant has five days to either pay the outstanding rent or file an Application for Dispute Resolution to dispute it; otherwise, the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the Notice.

I have reviewed all documentary evidence and I accept that the female tenant was served with a 10 Day Notice on November 14, 2014. Although the tenancy agreement indicates there are two co-tenants, the 10 Day Notice and the breach letter name the female tenant only. Since this tenancy is a co-tenancy and co-tenants are jointly and severally liable under the tenancy agreement and the Act, I accept that issuing the 10 Day Notice to the female tenant is sufficient.

I accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy would end on the effective date of the Notice. Therefore, I find that the tenancy ended November 24, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

I also find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$750.00 for the month of November 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the Act.

### Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a Monetary Order in the amount of \$750.00 to serve upon the tenant.

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: December 05, 2014

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Residential Tenancy Branch

