



Dispute Resolution Services

Page: 1

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 which declares that on November 25, 2014 the Landlord served the male 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 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, which in these circumstances is November 30, 2014.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 25, 2014 the Landlord served the female 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 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, which in these circumstances is November 30, 2014.

Based on the written submissions of the Landlord, I find that both Tenants have been served with the Direct Request Proceeding documents.

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 October 01, 2014 and that the Tenant agreed to pay rent of \$800.00 by the first day of each month.
- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent, dated November 11, 2014, which appears to be signed by the Landlord. The Notice declares that the Tenant must vacate the rental unit by November 21, 2014, as the Tenant has failed to pay rent in the amount of \$1,600.00 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 the Landlord declared that the Landlord posted the Notice at the rental unit on November 11, 2014, in the presence of a third party, who also signed the Proof of Service.
- A copy of a Monetary Order Worksheet that indicates no rent has been paid for October or November of 2014.

In the Application for Dispute Resolution the Landlord declared that the Ten Day Notice to End Tenancy for Unpaid Rent was posted at the rental unit on November 11, 2014.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$800.00 by the first day of each month and that the Tenant had not paid rent for October or November 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 \$1,600.00.

On the basis of the undisputed evidence, I find that a 10 Day Notice to End Tenancy was posted at the rental unit on November 11, 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 was ten days after the Tenant is deemed to have received the Notice that was posted on the door.

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 \$1,600.00. 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 08, 2014

Residential Tenancy Branch

