



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC
and [tenant name suppressed to protect privacy]

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 served to each Tenant personally. Both Tenants 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 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 August 29, 2014 for a tenancy commencing on September 1, 2014. Monthly rent of \$750.00 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 January 8, 2015 with a vacancy date of January 22, 2015 due to \$750.00 in unpaid rent due on January 1, 2015;
- A copy of the Proof of Service of the Notice declaring the Landlord personally served it to one of the Tenants on January 8, 2015; this Tenant signed the Proof of Service document acknowledging receipt of the Notice; and,

- The Landlord's Application for Direct Request made on January 16, 2015 claiming \$750.00 in unpaid rent for the month of January 2015.

Analysis

I have reviewed the Landlord's written evidence and I accept that the Tenants were personally served with the Notice, which complied with the Act, based on the acknowledgement by one of the Tenants that it was received on January 8, 2015.

I accept the evidence before me that the Tenants have failed to dispute the Notice or pay the rent owed 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 vacancy date of the Notice. Therefore, I 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 **\$750.00** 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: January 20, 2015

Residential Tenancy Branch

