



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 January 08, 2014 the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding. Based on the written submission of the Landlord, I find the male Tenant has been served with the Direct Request Proceeding documents.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that he has been unable to serve the Notice of Direct Request Proceeding to the female Tenant. As the female Tenant has not been served with the Direct Request Proceeding documents, I dismiss the Landlord's claim for an Order of Possession and a monetary Order that names this Tenant.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent that name the male Tenant?

Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of a residential tenancy agreement, which appears to be signed by both Tenants, which indicates that the tenancy began on November 15, 2014 and that the Tenant agreed to pay rent of \$750.00 in advance by the 31st day of each month.

- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent, dated January 02, 2015, which appears to be signed by the Landlord. The Notice declares that the Tenant must vacate the rental unit by January 15, 2015, as the Tenant has failed to pay rent in the amount of \$750.00 that was due on December 31, 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 personally delivered the Notice to the male Tenant on January 02, 2015, 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 January of 2015 and that \$600.00 in rent is still due for July of 2014. The Landlord is only seeking a monetary Order for \$750.00.

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 \$750.00, in advance, by the last day of each month and that the Tenant had not paid rent for January of 2015 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 \$750.00.

On the basis of the undisputed evidence, I find that a 10 Day Notice to End Tenancy was personally served to the male Tenant on January 02, 2015. 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 January 15, 2015.

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 \$750.00. In the event that the male Tenant does not comply with this Order, it may be served on the male 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: January 12, 2015

Residential Tenancy Branch

