



Dispute Resolution Services

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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 for \$1,100.00.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 09, 2015 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 January 14, 2014.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 09, 2015 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 January 14, 2014.

Based on the written submissions of the Landlord, I find that both Respondents 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 \$1,100.00, 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 names both Tenants. The agreement indicates that the tenancy began on July 01, 2014 and that rent of \$2,200.00 is due by the first day of each month. The agreement appears to be signed by one of the Tenants and the addendum to the agreement appears to be signed by both Tenants.
- 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 Tenants must vacate the rental unit by January 12, 2015, as the Tenants have failed to pay rent in the amount of \$1,100.00 that was due on December 31, 2014. The Notice does not declare that utility charges are outstanding.
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy in which the male Landlord declared that he personally served both Tenants with the Notice to End Tenancy on January 02, 2015, in the presence of the female Landlord, who also signed the Proof of Service.
- A copy of a Monetary Order Worksheet that declares only \$1,100.00 of the rent due for January was paid on January 01, 2015.

Analysis

On the basis of the undisputed evidence, I find that the Tenants agreed to pay monthly rent of \$2,200.00 by the first day of each month.

On the basis of the undisputed evidence, I find that only \$1,100.00 of the rent due on January 01, 2015 had been paid by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the outstanding rent of \$1,100.00 has been paid. I therefore find that the Tenants owe the Landlord \$1,100.00 in rent for January of 2015.

Section 46 of the *Act* authorizes a landlord to end a tenancy if rent is not paid when it is due, by serving the tenant with a Ten Day Notice to End Tenancy. On the basis of the undisputed evidence, I find that a 10 Day Notice to End Tenancy was personally served to the Tenants on January 02, 2015. I have no evidence to show that the Tenants 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 Tenants accepted that the tenancy ended on the effective date of the Notice to End Tenancy, which was January 12, 2015. On this basis I grant the Landlord an Order of Possession.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,100.00, and I grant the Landlord a monetary Order in this amount. 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.

I grant the Landlord an Order of Possession effective two days after service on the Respondent. This Order may be served on the Respondent, filed with the Supreme Court of British Columbia 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 16, 2015

Residential Tenancy Branch

