



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** OPR, MNR

### **Introduction**

This matter was conducted by way of Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlords 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 9, 2015, at 2:25 p.m., the Landlord BM served the Tenant with the Notice of Direct Request Proceeding by hand delivering a copy of the Notice of Direct Request Proceeding and supporting documents to the Tenant at the rental unit. The Proof of Service document is signed by the Tenant.

Based on the Landlords' written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

Are the Landlords entitled to an Order of Possession and a monetary award for unpaid rent?

### **Background and Evidence**

The Landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the parties on July 26, 2012, indicating a monthly rent of \$1,500.00 due on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 2, 2015, with a stated effective vacancy date of January 12, 2015, for \$4,080.00 in unpaid rent; and

- Documents explaining the amount of rent unpaid for the months of June, 2014, to January, 2015.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the amount of \$4,090.00 is owed; however, the Landlords are seeking to recover only the lesser amount of \$4,080.00. The documentary evidence indicates that the Landlord BM served the 10 Day Notice to End Tenancy for Unpaid Rent by hand delivering the document to the Tenant on January 2, 2015 at 2:30 p.m. The Proof of Service document is signed by a witness.

The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

### **Analysis**

I have reviewed all documentary evidence and accept that the Tenant was served with Notice to End Tenancy on January 2, 2015. I accept the evidence before me that the Tenant failed to pay the rent owed in full within the 5 days granted under Section 46 (4) of the Act.

Based on the foregoing, I find that the Tenant is conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on January 12, 2015.

Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$4,080.00**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

Pursuant to the provisions of Section 67 of the Act, I hereby provide the Landlord with a Monetary Order in the amount of **\$4,080.00** for service upon the Tenant. This Order 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 21, 2015

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Residential Tenancy Branch

