



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OPR, MNR

### Introduction

This matter proceeded by way of an *ex parte* 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 landlord for an Order of Possession based on unpaid rent and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding form which declares that on January 12, 2015, the landlord served "tenant DD" the Notice of Direct Request Proceeding by way of witnessed personal service via hand-delivery. Based on the written submissions of the landlord and in accordance with section 89 of the *Act*, I find that the tenant DD has been duly served with the Direct Request Proceeding documents on January 12, 2015, as declared by the landlord.

The landlord has not provided a signed Proof of Service of the Notice of Direct Request Proceeding for "tenant TD" and has not established that tenant TD has been served the Notice of Direct Request Proceeding. Therefore, I dismiss the landlord's application against the tenant TD with leave to reapply. I will hear the landlord's application against tenant DD.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenant DD;
- A copy of a residential tenancy agreement which was signed by the landlord on June 1, 2014 and signed by the tenants on July 1, 2014, indicating a monthly rent of \$950.00 due on the 1st day of the month for a tenancy commencing on July 1, 2014;
- A Monetary Order Worksheet showing the rent owing during the portion of this tenancy in question;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) of January 4, 2015, served to the tenants on January 4, 2015 via personal service by way of hand-delivery, with a stated effective vacancy date of January 15, 2015, for \$950.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenants failed to pay all outstanding rent and were served the 10 Day Notice by way of personal service via hand-delivery on January 4, 2015. In accordance with section 88 of the *Act*, the tenants were duly served with this 10 Day Notice on January 4, 2015.

The Notice states that the tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end. The tenants 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 tenants have been duly served with notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenants had 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 tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, January 15, 2015.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order of \$950.00 for unpaid rent owing from January 2015.

#### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$950.00 against tenant DD for rent owed for January 2015. The landlord is provided with these Orders in the above terms and the tenant must be served with **this Order** as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 3, 2015

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Residential Tenancy Branch

