



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OJ REALTY & PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction and Preliminary Matter

This matter proceeded 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 Landlord for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 16, 2015, the Landlord personally served the Tenant, C.S., with the Notice of Direct Request Proceeding. The Tenant, C.S., signed the proof of service confirming he received the Notice of Direct Proceeding on that date.

There is no indication in the materials filed that the Landlord served the Tenant, E.O., with Notice of this Proceeding. As such, pursuant to section 89, this Decision and Order of Possession apply to both Tenants; however, the resulting Monetary Order only applies to C.S., as E.O. was not given Notice of this hearing.

Based on the written submissions of the landlord, I find that the tenants have been duly served with the Direct Request Proceeding documents as of September 16, 2015.

### Issues to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 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 Proceeding for the tenant, C.S., confirming C.S. was personally served on September 16, 2015.

- A copy of a Residential Tenancy Agreement which was signed by the parties in April of 2014, indicating a monthly rent of \$575.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 10, 2015 with a stated effective vacancy date of September 20, 2015, for \$575.00 in unpaid rent as of September 1, 2015 (the "10 Day Notice").

Documentary evidence filed by the Landlord indicates that the Tenants failed to pay all rent owed and were personally served the 10 Day Notice on September 10, 2015.

The 10 Day 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. Documentary evidence filed by the Landlord indicates the Tenants did not pay the rent in full nor did they apply to dispute the 10 Day Notice within five days from the date of service.

### Analysis

I have reviewed all documentary evidence and accept that the Tenants have been served with the 10 Day Notice as declared by the Landlord.

I accept the evidence before me that the Tenants have failed to pay all the rent owed in full or make an application to dispute the 10 Day Notice 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. Therefore, I find that the landlord is entitled to an Order of Possession.

The Landlord is also entitled to a Monetary Order for unpaid rent in the amount of \$575.00. As noted previously, as the Tenant E.O. was not served with Notice of this Proceeding, the Monetary Order is made against the Tenant C.S. only.

### Conclusion

I find that the Landlord is entitled to an Order of Possession effective **two (2) days after service** on the Tenants and the Order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the Landlord is entitled to monetary compensation pursuant section 67 in the amount of **\$575.00** comprised of rent owed. This Monetary Order must be served on the Tenant C.S. and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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*.

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: September 23, 2015

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Residential Tenancy Branch

