



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 Landlords for an Order of Possession and a monetary Order.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 01, 2015 the Landlords 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 that a package was mailed to the male Tenant at the rental unit. Based on the written submissions of the Landlords, I find the male Tenant has been served with the Direct Request Proceeding document. Section 90 of the *Act* stipulates that a document that is served by mail is deemed received on the fifth day after it is mailed which, in these circumstances, is November 06, 2015.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 01, 2015 the Landlords 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 that a package was mailed to the female Tenant at the rental unit. Based on the written submissions of the Landlords, I find the female Tenant has been served with the Direct Request Proceeding document. Section 90 of the *Act* stipulates that a document that is served by mail is deemed received on the fifth day after it is mailed which, in these circumstances, is November 06, 2015.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and to a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*?

Background and Evidence

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

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement, which appears to be signed by both Tenants, which indicates that the tenancy began on July 01, 2015, that the rent of \$1,350.00 is due by the first day of each month, and that hydro is not included with the rent;
- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent that appears to be signed by one of the Landlords and is dated October 18, 2015, which declares that the Tenants must vacate the rental unit by October 31, 2015 as they have failed to pay rent in the amount of \$1,550.00 that and \$450.00 in utilities that were due on October 01, 2015. The Notice declares that the tenancy will end unless the Tenants pay the rent within five days of receiving the Notice or submit 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 one of the Landlords declared that the Notice was posted on the door of the rental unit on October 18, 2015, in the presence of the other Landlord, who also signed the Proof of Service;
- A copy of a hydro bill for the period between August 29, 2015 and October 06, 2015, in the amount of \$348.19, which includes an unpaid portion from a previous bill; and
- A Monetary Order Worksheet that declares the Landlord is seeking \$1,350.00 in unpaid rent from October of 2015, \$200.00 in unpaid rent from September of 2015, and \$348.19 in unpaid utilities.

Analysis

Based on the evidence provided by the Landlords and in the absence of evidence to the contrary, I find that the Tenants entered into a tenancy agreement that required the Tenants to pay monthly rent of \$1,350.00 by the first day of each month and for hydro consumed during the tenancy.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants had not paid \$1,350.00 in rent due for October of 2015, \$200.00 in rent due for September of 2015, and \$348.19 in utility charges accrued during the tenancy by the time the Landlords filed this Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent/utilities since the Application for Dispute Resolution was filed and therefore I find that the Tenants owe \$1,898.19 in rent/utilities.

Based on the evidence provided by the Landlords and in the absence of evidence to the contrary, I find that a Ten Day Notice to End Tenancy was posted at the rental unit on October 18, 2015.

I have no evidence to show that the Tenants filed an Application for Dispute Resolution seeking to set aside the 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 that was posted on October 18, 2015.

Conclusion

I find that the Landlords are entitled to an Order of Possession effective two days after service on the Tenants. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlords have established a monetary claim, in the amount of \$1,898.19, for unpaid rent/utilities and I grant the Landlords a monetary Order for this amount. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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 *Residential Tenancy Act*.

Dated: November 09, 2015

Residential Tenancy Branch

