



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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 18, 2016 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 that a package was mailed to the male Tenant. Based on the written submissions of the Landlord, 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 January 23, 2016.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 18, 2016 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 that a package was mailed to the female Tenant. Based on the written submissions of the Landlord, 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 January 23, 2016.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession and 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 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 indicates that the tenancy began on March 15, 2015 and that the rent of \$900.00 is due by the first day of each month, effective June 01, 2015;
- A copy of a Ten Day Notice to End Tenancy for Unpaid Rent that was signed by the Landlord and is dated January 04, 2016, which declares that the Tenants must vacate the rental unit by January 18, 2016 as they have failed to pay rent in the amount of \$2,900.00 that was due on January 01, 2016. 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 Direct Request Worksheet that declares rent has not been paid for November of 2015, December of 2015, and January of 2016; and that rent of \$200.00 is still due for October of 2015; and
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy, in which the male Landlord declared that he posted the Notice on the door of the rental unit on January 05, 2016, in the presence of the female Landlord, who also signed the Proof of Service.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required the Tenants to pay monthly rent of \$900.00 on the first day of each month, beginning on June 01, 2015.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant had not paid rent for November of 2015, December of 2015, and January of 2016; and that rent of \$200.00 was not paid for October of 2015 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant paid the outstanding rent since the Application for Dispute Resolution was filed and therefore I find that the Tenants owe rent in the amount of \$2,900.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was posted at the rental unit on January 05, 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 Tenant has accepted that the tenancy ended on the effective date

of the Ten Day Notice to End Tenancy and that the Tenant was obligated to vacate the rental unit on that date.

I therefore grant the Landlord an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession that is 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 Landlord has established a monetary claim, in the amount of \$2,900.00, and I grant the Landlord a monetary Order for that amount. In the event 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: January 26, 2016

Residential Tenancy Branch

