



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL BC LTD  
and [tenant name suppressed to protect privacy]

## **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 19, 2016 the Landlord served the Tenant with the initials "R.C." with the Notice of Direct Request Proceeding by registered mail.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 19, 2016 the Landlord served the Tenant with the initials "M.B." with the Notice of Direct Request Proceeding by registered mail.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 19, 2016 the Landlord served the Tenant with the initials "N.M." with the Notice of Direct Request Proceeding by registered mail.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 19, 2016 the Landlord served the Tenant with the initials "N.Q." with the Notice of Direct Request Proceeding by registered mail.

The Landlord submitted Canada Post documentation that corroborates the Landlord's declaration that all four Tenants were served by registered mail. Based on the written submissions of the Landlord I find that all four Tenants have been served with the Direct Request Proceeding documents in accordance with section 89 of the *Act*. 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 24, 2016.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession and to a monetary Order for unpaid rent?

### 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 appears to be signed by all four Tenants, which indicates that the tenancy began on July 01, 2014 and that rent of \$1,250.00 is due by the first day of each month;
- A Notice of Rent Increase that indicates the rent was raised to \$1,260.00, effective July 01, 2015;
- Copies of two Ten Day Notices to End Tenancy for Unpaid Rent, both dated January 05, 2016, which appear to be signed by an agent for the Landlord;
- Both Ten Day Notices to End Tenancy for Unpaid Rent declare that the Tenants must vacate the rental unit by January 16, 2016 as they have failed to pay rent in the amount of \$1,260.00 that was due on January 01, 2016;
- One Ten Day Notice to End Tenancy for Unpaid Rent names the Tenants with the initials "N.M." and "M.B.";
- The other Ten Day Notice to End Tenancy for Unpaid Rent names the Tenants with the initials "N.Q." and "G.R.";
- Both Ten Day Notices to End Tenancy for Unpaid Rent declare 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 the Landlord declared that the Notice to End Tenancy that names the Tenants with the initials "N.M." and "M.B." was posted on the door of the rental unit on January 05, 2016;
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy, in which the Landlord declared that the Notice to End Tenancy that names the Tenants with the initials "N.Q." and "G.R." was posted on the door of the rental unit on January 05, 2016; and
- A Direct Request Worksheet that declares rent of \$1,260.00 is due for January of 2016.

### 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 \$1,260.00 in rent on January 01, 2016.

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 rent for January of 2016 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenants 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 1,260.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Landlord posted two Ten Day Notices to End Tenancy at the rental unit on January 05, 2016.

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, which is ten days after they are received the Notice that was posted on January 05, 2016. As there is no evidence the rental unit has been vacated, I grant the Landlord's application for an Order of Possession,

### Conclusion

The Landlord is entitled to 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 \$1,260.00, and I grant the Landlord a monetary Order for that 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: January 26, 2016

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Residential Tenancy Branch

