



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR

Introduction

This decision proceeded by way of a Direct Request Process, 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 seeking an Order of Possession and a monetary Order due to the tenant's failure to pay rent.

The landlord submitted signed Proof of Service documents confirming that the Notice of Direct Request Proceeding was issued to the tenant in person on February 15, 2011.

Issues(s) to be Decided

Did the tenant breach the tenancy agreement by failing to pay the rent owed for February 2011, entitling the landlord to monetary relief and an Order of Possession?

Background and Evidence

I have reviewed the following evidence submitted by the landlord:

- A copy of the tenancy agreement signed by the parties on December 15, 2008 commencing a tenancy on January 1, 2009 for the monthly rent of \$375.00 due the 1st of each month;
- A copy of the 10 day Notice to End Tenancy due to Unpaid Rent which was signed by the landlord on February 4, 2011 and declares that the tenant failed to pay the rent owed of \$387.00 for February 2011. The notice declares that the tenants must vacate the rental unit by February 13, 2011 unless the tenants pay the outstanding rent owed or have filed an application for Dispute Resolution to dispute the notice within five days of receiving the notice;
- A copy of the Proof of Service document provided by the landlord declaring that the 10 day Notice to End Tenancy was to the door of the rental unit on February 4, 2011. The notice is deemed to have been received by the tenant on the third day after it was posted to the door of the rental unit.

Analysis

Based on the evidence provided by the landlord and in the absence of evidence to the contrary, I find that the tenant has failed to pay the rent owed of \$387.00 for February 2011 as required by the tenancy agreement. I find that the tenant was served with a 10 day Notice to End Tenancy due to Unpaid rent and that the tenant failed to either pay the outstanding rent or to file an application for Dispute Resolution to dispute the notice in the five days provided by section 46(4) of the *Act*.

Pursuant to section 46(5) of the *Act*, I find that the tenant has conclusively accepted the end of the tenancy agreement effective February 17, 2011 and on this basis I grant the landlord's application seeking an Order of Possession for the rental unit.

I am satisfied by the documentary evidence provided by the landlord that the tenants failed to pay rent owed of \$387.00 for February 2011. As a result, I grant the landlord a monetary Order in the amount of \$387.00 pursuant to section 67 of the *Act*.

Conclusion

I find that the landlord is entitled to an Order of Possession of the rental unit effective **two (2) days** after it has been served upon the tenants. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenants and I grant the landlord a monetary Order in the amount of **\$387.00**. This Order may be 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: February 16, 2011.

Residential Tenancy Branch