



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 March 10, 2011 an agent for the Landlord personally served the female Tenant with the Notice of Direct Request Proceeding at the rental unit address. The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 10, 2011 an agent for the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding at the rental unit address.

Section 90 of the *Act* determines that a document is deemed to have been served personally on the same day of service. Based on the written submissions of the Landlord, I find the Tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) 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 55 and 67 of the *Act*.

Background and Evidence

I have reviewed the following evidence 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 both Tenants and which indicates that the tenancy began on January 15, 2011, and that the rent of \$625.00 per month is due on the first day of each month

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by an agent for the Landlord and is dated March 02, 2011, which declares that the Tenants must vacate the rental unit by March 31, 2011 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. The Notice declares that the Tenants owe rent, in the amount of \$777.50, that was due on March 01, 2011
- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which an agent for the Landlord stated that she personally served both Tenants at 3:32 p.m. on March 02, 2011. The resident manager signed the Proof of Service to indicate that he witnessed the service of the Ten Day Notice to End Tenancy.

On the Application for Dispute Resolution, the Landlord indicates that the Landlord personally served the 10 Day Notice to End Tenancy to each Tenant on March 02, 2011 and that the Tenants have arrears from March and February rent.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants entered into a tenancy agreement that required the Tenant to pay monthly rent of \$625.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants owed rent, in the amount of \$777.50, which had accrued from rent that was due for February and March of 2011, 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 \$777.50.

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 personally served to each Tenant on March 02, 2011.

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 March 31, 2011.

Conclusion

I find that the Landlord is entitled to an Order of Possession that is effective at 1:00 p.m. on March 31, 2011. This Order may be served on the Tenant, 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, in the amount of \$777.50, for unpaid rent and I grant the Landlord a monetary Order in 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: March 31, 2011.

Residential Tenancy Branch