



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the “Act”) in response to a Landlord’s application for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee from the Tenants.

The Landlord submitted a signed Proof of Service for each Tenant declaring that the Notice of Direct Request was served to each Tenant personally, pursuant to Section 89(1) (a) of the Act. Based on this, I find that the Landlord served both Tenants with the Notice of Direct Request Proceeding documents as required by the Act.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?
- Has the Landlord established a monetary claim against the Tenants for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement signed by the Landlord and the Tenants on August 16, 2013 for a tenancy commencing on September 1, 2013. Monthly rent of \$2,200 is payable by the Tenants on the first day of each month;
- A copy of the two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on June 2, 2014 with an effective vacancy date of June 12, 2014 due to \$2,200 in outstanding rent due on June 1, 2014;
- An ‘Affidavit of Service’ document which declares that the Landlord personally served the Notice to one of the Tenants on June 2, 2014; and,

- The Landlord's Application for Dispute Resolution made on June 10, 2014 claiming outstanding rent in the amount of \$2,200 for June, 2014.

Analysis

I have reviewed the documentary evidence and I accept the Landlord's notarised 'Affidavit of Service' document which requires a party to tell the truth under affirmation, that the Tenants were personally served with the Notice that complied with the Act.

I accept the evidence before me that the Tenants have failed to dispute the Notice or pay the outstanding rent owed on the Notice within the five days provided under Section 46(4) of the Act. Therefore, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I therefore find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **two days after service on the Tenants**. This order may be enforced in the Supreme Court as an order of that court if the Tenants fail to vacate.

I further grant a Monetary Order in the amount of **\$2,200** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The Direct Request Proceeding does not allow me to award the filing fee as a monetary claim using this process can only be awarded in relation to unpaid rent only. Therefore, the Landlord's application to recover the filing fee is dismissed.

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: June 12, 2014

Residential Tenancy Branch

