



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 BC LTD. AND ROYAL LEPAGE CITY CENTRE
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 September 27, 2014 the Landlord served the 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 Tenant at the rental unit. Based on the written submissions of the Landlord, I find the 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 October 02, 2014.

Issue(s) to be Decided

Is the Landlord 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
- A copy of a residential tenancy agreement, which appears to be signed by the Tenant, which indicates that the tenancy began on February 16, 2014 and that the rent of \$1,200.00 is due by the first day of each month
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by an agent for the Landlord and is dated September 08, 2014, which declares that the Tenant must vacate the rental unit by September 21, 2014, as

the Tenant has failed to pay rent in the amount of \$2,645.00 that was due on September 01, 2014. The Notice declares that the tenancy will end unless the Tenants pay the rent within five days of receiving the Notice or submits 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 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that the Notice was posted at the rental unit on September 08, 2014, in the presence of a third party, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on September 08, 2014.

In the Application for Dispute Resolution, the Landlord declared that rent for August and September has not been paid, and that the Tenant owes "late fees" of \$245.00.

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 \$1,200.00 by the first day of each month.

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 August or September of 2014 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 Tenant owes rent in the amount of \$2,400.00.

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 September 08, 2014.

I have no evidence to show that the Tenant 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 accepted that the tenancy ended on the effective date of the Notice, which is September 21, 2014. I therefore find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after service on the Tenant. This Order may be served on the Tenant, 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 \$2,400.00 for unpaid rent and I grant a monetary Order in that amount. In the event the Tenant does not comply with this Order, it may be served on the Tenant, 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: October 03, 2014

Residential Tenancy Branch

