

Date: July 06, 2016

File Number: 850867

Notice of Direct Request Proceeding

**The Residential Tenancy Branch (RTB) has received an application for an
Order of Possession / Monetary Order from your landlord regarding the rental unit at:**

s.22

SURREY BC s.22

LANDLORD:

Full Legal Name:

s.22

Address:

s.22

City:

PORT COQUITLAM

Postal Code:

s.22

TENANT:

Full Legal Name:

s.22

Address:

s.22

City:

SURREY

Postal Code:

s.22

This application states that:

1. You have failed to pay the rent or utilities as agreed; and,
2. You were served a 10 Day Notice to *End Tenancy for Unpaid Rent or Utilities* (form RTB-30) by the landlord; and,
3. Within five days of receiving the notice, you did not pay the rent and/or utilities or apply for dispute resolution.

The RTB will review the material submitted by the landlord and make a decision about granting an Order of Possession/ Monetary Order. If an Order of Possession is granted, the landlord will have the right of possession for the rental unit. The decision is legally binding. A fact sheet detailing the process is attached.

The landlord is required to give the Residential Tenancy Branch proof that this notice and copies of all supporting documents were served to the tenant.

Supporting documents required:

- A copy of the *Application for Direct Request* (form RTB-12LDR)
- A copy of the two-page *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* (form RTB-30)
- A copy of the *Proof of Service - Notice to End Tenancy* (form RTB-34)
- A copy of the Direct Request Worksheet (form RTB-46)
- A copy of the tenancy agreement (including the addendum if there is one)
- When payment for utilities is required, a copy of the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities
- A copy of all Notices of Rent Increase since the tenancy began, if rent has increased
- If any rent was received after the *10 Day Notice to End Tenancy* was issued, a copy of any receipts issued to the tenant



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**Note: This must be completed and faxed with registered mail receipts, if applicable, to
1-866 341 7536 to continue with the Direct Request Proceeding.**

#RTB - 44

File # **850867****DOCUMENTS SERVED:** (check all that apply)

- ☐ Notice of Direct Request Proceeding
☐ Copy of all supporting documents

**You must serve these documents to each respondent individually and complete a separate
Proof of Service Notice of Direct Request Proceeding for each respondent.**

The documents were served on at
day month year time

Full name of tenant being served:

Tenant address: (address where documents were served)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit	street number and street name	city	province	postal code

METHOD OF SERVICE: (check all that apply)

- ☐ Hand delivering a copy to:

Name:

(Please print name of person receiving the documents)

Signature:

(Signature of person receiving the documents)

- ☐ Registered Mail (attach a completed Canada Post Registered Mail Receipt, including tracking number on a separate page)
☐ Attaching a copy on the door or other noticeable place

Do not use this method of service if requesting a Monetary Order.

(Description of noticeable place where documents were attached)

Name of witness:

(Please print)

Signature:

(Signature of witness)**SIGNATURE:**

I confirm I served the documents in the way described above.

Signature:

(Signature of person serving the documents)

Date:

<input type="text"/>	<input type="text"/>	<input type="text"/>
day	month	year

Full name of person serving the documents, including, if applicable, company name

- ☐ I would like a copy of the decision and/or order faxed to:

<input type="text"/>	<input type="text"/>
area code	fax number

Your personal information is collected under section 26 (a) and (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

FOR MORE INFORMATIONRTB website: www.rto.gov.bc.ca

Public Information Lines: 1-800-665-8779 (toll-free) Greater Vancouver: 604-660-1020 Victoria: 250-387-1602

Proof of Service Notice of Direct Request Proceeding

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(Description of noticeable place where documents were attached)

Name of witness:
(Please print)

Signature:
(Signature of witness)

SIGNATURE:

I confirm I served the documents in the way described above.

Signature:
(Signature of person serving the documents)

Date:
day month year

Full name of person serving the documents, including, if applicable, company name

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FOR MORE INFORMATION

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Public Information Lines: 1-800-665-8779 (toll-free) Greater Vancouver: 604-660-1020 Victoria: 250-387-1602

Application for Dispute Resolution by Direct Request

#RTB - 12-LDR

For RTB Use only: File #

850867

☐ RTB use only: This application has been scheduled for a participatory hearing as a Landlord's Application for Dispute Resolution.

☐ This application is being made under the *Manufactured Home Park Tenancy Act*
☒ This application is being made under the *Residential Tenancy Act*
LANDLORD(s): (Applicant(s): the person asking for dispute resolution)

If additional space is required to list all parties, use and attach the *Schedule of Parties* (form RTB-26).

s.22	s.22
first and middle names	last name or the full legal business name
first and middle names	last name

Applicant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

s.22	s.22	PORT COQUITLAM	B.C.	s.22
unit/site #	street # and street name	city	province	postal code
s.22	s.22	same		
daytime phone number	other phone number	fax number for document service		

☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Applicants to this application and it is attached.

☐ Yes, the **Mailing Address** is different from the Applicant Address and it is attached.

DISPUTE ADDRESS: (address of the rental unit or manufactured home site)

s.22	s.22	SURREY	BC	s.22
unit/site #	street # and street name	city	province	postal code

TENANT(s): (Respondent(s): the other party to the dispute)

If additional space is required to list all parties, use and attach the *Schedule of Parties* (form RTB-26).

s.22	s.22
first and middle names	last name
s.22	s.22
first and middle names	last name

Respondent Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

s.22	s.22	SURREY	B.C.	s.22
unit/site #	street # and street name	city	province	postal code
s.22	s.22	s.22	s.22	
daytime phone number	other phone number	fax number for document service		

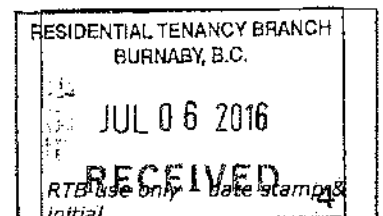
☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Respondents to this application and it is attached.

☐ Yes, the **Mailing Address** is different from the Respondent Address and it is attached.

TO FILE THIS APPLICATION:

Submit your application and required materials in person to:

- RTB Burnaby: 400 – 5021 Kingsway
- Any Service BC location



Application for Dispute Resolution by Direct Request

For RTB Use only: File #

850867

NATURE OF DISPUTE:

Ending tenancy, and seeking an Order of Possession

☒ I have served a 10 Day Notice to End Tenancy for Unpaid Rent or UtilitiesOPR

Seeking a Monetary Order for unpaid rent or utilities

☐ I want to recover unpaid rent or utilities from the tenantMNR

The request for a Monetary Order is for the following amount:

\$

This application **must** include the required supporting documents for a Direct Request. See instructions for a list of required supporting documents.

All applications must include details of rent or utilities owing even if you are not requesting a monetary order.

You must complete the *Direct Request Worksheet* (form RTB-46).

Do not give a copy of the Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you have paid the application fee or obtained a fee waiver.

Signature: _____ s.22

Date:

5TH JULY 2016

Your personal information is collected under section 26 (a) and (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

File #: **850867** or Online reference #: #RTB-46

Full name of landlord: (if name is a business name, enter the full legal business name in the 'last name' box)

s.22 s.22
 first and middle name(s) last name or the full legal business name

Dispute Address: (as recorded on the tenancy agreement)

s.22 s.22 **SURREY** B.C. s.22
 site/unit number street number and street name city province postal code

Monthly Breakdown of Rent on the 10 Day Notice to End Tenancy

Month and date rent was due	Rent amount owing	Amount of partial payment(s) received	Date of partial payment(s)	Balance rent owed
1st APRIL/2016	\$180	\$570 (CHEQ)	25/MAY/2016	\$180-
1st JUNE/2016	\$150			
1st JULY/2016	\$150			

Attach additional page(s), if necessary.

Amount listed for unpaid rent on the 10 Day Notice to End Tenancy

\$ **180-**

Amount paid since the 10 Day Notice to End Tenancy was issued

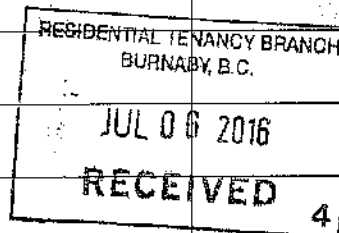
\$ **NIL**

If any rent has been paid since issuing the 10 Day Notice, copies of rent receipts or other evidence of payment should be provided

If seeking a monetary order for unpaid rent/utilities, the amount cannot exceed the amount listed on the 10 Day Notice to End Tenancy minus the amount paid since 10 Day Notice to End Tenancy was issued

Breakdown of Utilities on the 10 Day Notice to End Tenancy

Date of written demand (attach copy)	Utility amount	Amount of partial payment(s) received	Date of partial payment(s)	Balance utilities owed



Attach additional page(s), if necessary.

Amount listed for unpaid utilities on the 10 Day Notice to End Tenancy

\$

Amount paid since the 10 Day Notice to End Tenancy was issued

\$

If any utilities have been paid since issuing the 10 Day Notice, copies of receipts or other evidence of payment should be provided
 Your personal information is collected under section 26 (a) and (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

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Residential Tenancy Branch

Office of Housing and Construction Standards

#RTB-46 (2015/10)

JUL 06 2016

Important Notes:

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

HOW TO COMPLETE THIS FORM ELECTRONICALLY: If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the **LANDLORD(S)**: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

s.22	s.22
last name	first and middle name(s)
last name	first and middle name(s)

and the **TENANT(S)**:

s.22	s.22
last name	first and middle name(s)
s.22	s.22
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(s) (called the 'rental unit' in this agreement):

s.22	s.22	Surrey	B.C.	s.22
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☐ landlord's agent:

s.22	s.22	Port Coquitlam	B.C.	s.22
unit	address	city	province	postal code
s.22	s.22			
daytime phone number	other phone number	fax number for service		

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- The requirement for agreement under subsection (2) does not apply to:
 - a rent increase given in accordance with the Residential Tenancy Act,
 - a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
 - a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:

01	September	2014
day	month	year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis

☒ b) for a fixed length of time:

1 year
length of time

ending on:

31	August	2015
day	month	year

At the end of this fixed length of time: (please check one option, i or ii)

☐ i) the tenancy may continue on a month-to-month basis or another fixed length of time

☒ ii) the tenancy ends and the tenant must move out of the residential unit

If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's Initials s.22	Tenant's Initials s.22

☐ c) other periodic tenancy as indicated below:

☐ weekly ☐ bi-weekly ☐ other:

--

3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$ 750 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, ..., 31st) 1st day of each (check one) ☐ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input type="checkbox"/> Water	<input checked="" type="checkbox"/> Stove and Oven	<input checked="" type="checkbox"/> Window Coverings	<input type="checkbox"/> Storage
<input type="checkbox"/> Electricity	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Cablevision	<input checked="" type="checkbox"/> Garbage Collection
<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Laundry (free)	<input checked="" type="checkbox"/> Parking for <u>1</u> vehicle(s)
<input type="checkbox"/> Furniture	<input type="checkbox"/> Carpets	<input type="checkbox"/> Sheets and Towels	<input type="checkbox"/> Other:
<input type="checkbox"/> Additional Information:			

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$

375

by

01

day

September

month

2014

year

B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$

by

day

month

year

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
 - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Office or Service BC-Government Agent Office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Residential Tenancy Act.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental unit;

f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☒ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

1

Number of additional terms in the Addendum:

21

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

s.22 s.22 s.22
last name first and middle name(s)

Signature:

Date: September 1, 2014

s.22 s.22
last name first and middle name(s)

Signature:

Date:

TENANT(S):

s.22 s.22 s.22
last name first and middle name(s)

Signature:

Date: Sept 3, 2014

s.22 s.22 s.22
last name first and middle name(s)

Signature:

Date: Sept 3/2014

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB Website: www.rto.gov.bc.ca

Public Information Lines: 1-800-665-8779 (toll free) 604-660-1020 250-387-1602

Addendum

- Tenants must not remove or tamper with smoke detector. If it is not working you must notify landlord immediately.
- Landlord insurance does not cover any personal belongings of the the tenant. You are required to get your own insurance.
- No smoking inside the premises.
- No drugs inside the house or on the property.
- The premises shall not be used for any illegal purposes.
- Premises may not be used for business purposes.
- No one other than the names on the residential tenancy agreement may live or occupy the residence without written permission.
- No subletting of the property without written permission from the landlord.
- Spot checks with 24 hours notice.
- The door to the premises will be kept closed and in the absence of the occupants locked.
- No lock or security device may be changed or altered without written permission of the landlord.
- No clutter, garbage or storage of items shall be placed on the property.
- No structural alterations, painting, papering, re-decorating or driving nails into the walls.
- If any damage or repair needed to be done on the property due to tenant negligence or accidental, tenant will be responsible to pay.
- No pets on premises allowed
- If any damage or repair needed to be done on the property due to damage caused by pet, tenant will be responsible to pay.
- Grass cutting, snow removal, keeping yard clean & presentable at all times is the responsibility of the tenant.
- Failure to provide rent after 10 days from the 1st of the month will result in immediate eviction for all occupying tenants of the dwelling.
- Late charge for rent \$25/Day
- Tenant is allowed to park in 1 parking spot in car port
- Tenancy term can be terminated with 2 months notice from either tenant or landlord.

s.22

s.22

Tenant Name

Tenant Name

s.22

s.22

Tenant Signature

Tenant Signature

s.22

Date

Sept 3 2014

Date

Sept 3 2014



RESIDENTIAL TENANCY BRANCH

BURINVEST

#RTE - 30

BECAUSE:

101-05-2016

You have failed to pay rent

in the amount of \$ 180 —

That was due on:

01 04 2016
day month year

RECEIVED

4

You have failed to pay utilities

in the amount of \$ [redacted] following

written demand on:

day month year

Tenant: You may be EVICTED if you do not respond to this Notice

You have five (5) days to pay the rent and utilities (if applicable) to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.

☐ This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39.

☒ This notice applies to a rental unit, *Residential Tenancy Act*, section 46.

TO the TENANT(s) (full names are required)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

s.22 _____ s.22 _____
first and middle name(s) last name

s.22		last name	
		s.22	
first and middle name(s)		last name	

Tenant Address (address for service of documents or notices—where material will be given personally, left, faxed or mailed)

unit/site # _____ street number and street name _____ city SURREY province B.C. postal code _____

s.22 s.22 s.22 s.22
 daytime phone other phone
 fax number for document service

FROM the LANDLORD (if entry is a business name, use 'last name' field box to enter the full legal business name)
If additional space is required to list all parties, use and attach Schedule of Parties (form RTB-26).

s.22 s.22
 first and middle name(s) last name or full legal business name
 Landlord Address (street, city, state, zip)

Landlord Address (address for service of documents or notices—where material will be given personally, left, faxed or mailed)

s.22	s.22	Where material will be given personally, left, faxed or mailed)					
		PORT COQUITLAM				B.C.	s.22
site #	street number and street name		city		province	postal code	

s.22 s.22 s.22 s.22
daytime phone other phone fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you 10 days' notice to move out of the rental unit or manufactured home site located at:

unit number street number and street name city B.C. province postal code

By: 10 06 2016 (date when tenant must move out of the rental unit or vacate the site)
day month year

Landlord's or Agent's Signature:

Date signed: 28 05 2016
day month year

Landlord's or Agent's Name (please print or type) s.22

Complete Proof of Service Notice to End Tenancy (form RTB-34) as evidence of service

This is page 1 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

Residential Tenancy Branch

Office of Housing and Construction Standards

#RTB-30 (2016/04)

If within 5 days you do not pay the rent and utilities (if applicable) or make an application for dispute resolution, the landlord can apply for an order of possession through the Direct Request process.

The Direct Request process is completed without either party attending a hearing. Instead the landlord submits:

- An Application for Dispute Resolution by Direct Request (form RTB-12LDR)
- A Direct Request Worksheet (form RTB-46)
- A copy of this Notice (form RTB-30)
- Proof of Service Notice to End Tenancy (form RTB-34)
- A copy of the tenancy agreement (including the addendum, if there is one)
- When payment for utilities is required, a copy of the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities.
- A copy of all Notices of Rent Increase since the tenancy began, if rent has increased.

The landlord will receive a proceeding package which must be served on the tenant within three days, and send the proof of service of the package to the Residential Tenancy Branch. An arbitrator will review all documentation and will make a decision, which is final and binding on both parties. Fraud is the *only* reason that will be considered for a review of the decision.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities can be Served:

- Any day after the rent was due, for unpaid rent.
- 30 days after the tenant was given a written demand to pay the arrears, for unpaid utilities.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If it personally served with this Notice, a tenant is considered to have received the Notice, unless there is evidence to the contrary, on the following:
 - 3 days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or, faxes it to a number provided by the tenant; or,
 - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 5 days after you receive it, by filing an Application for Dispute Resolution at the Residential Tenancy Branch. An arbitrator may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application for Dispute Resolution within 5 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (you can move out sooner). If you do not file the Application or move out, your landlord can apply for an Order of Possession.

You may dispute the Notice for specific reasons such as:

- you have proof the rent was paid; or,
- you have an order from an arbitrator giving you permission to keep all or part of the rent; or,
- you held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is considered to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can apply to the Residential Tenancy Branch for an Order of Possession.
- If the tenant applies to dispute this Notice and an arbitrator dismisses the tenant's application or upholds this Notice, the arbitrator must grant an Order of Possession for the landlord.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- The tenant may not withhold rent unless ordered by an arbitrator, or the tenant has paid for emergency repairs and provided the landlord with receipts and a written description of what happened.
- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- The tenant who accepts the Notice must move out by the date set out on page 1 of this Notice or sooner.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

BRITISH
COLUMBIAJUL 06 2016
RECEIVED 4Proof of Service
Notice to End Tenancy

#RTB - 34

Regarding service of the
attached Notice to End
Tenancy (check one):

- ☒ 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (form RTB-30)
☒ One Month Notice to End Tenancy (form RTB-33)
☐ Two Month Notice to End Tenancy (form RTB-32)
☐ Twelve Month Notice to End Tenancy (form RTB-31)

Note: Landlords who plan to complete an *Application for Dispute Resolution by Direct Request* (form RTB-12LDR) to obtain an Order of Possession and Monetary Order for Unpaid Rent or Utilities must confirm service of the 10 Day Notice to End Tenancy (form RTB-30). Not every allowable method of service can be confirmed, for example, while ordinary mail is allowable, only registered mail can be easily confirmed.

Full name of landlord (when landlord's name is a business name, enter the full legal business name in the 'last name' box)

s.22 s.22
first and middle names last name or the full legal business name

Landlord address: (current address for service of documents)

s.22 s.22 PORT COQUITLAM B.C. s.22
site/unit number street number and street name city province postal code

RENTAL UNIT ADDRESS: (as recorded on the tenancy agreement)

s.22 s.22 SURREY B.C. s.22
site/unit number street number and street name city province postal code

SERVICE OF NOTICE TO END TENANCY

The Notice was served at 3:00 AM on the 29 day of MAY, 2016 to

Full name of person being served, as the name appears on the tenancy agreement:

s.22

Tenant address: (address where documents were served)

s.22 s.22 SURREY B.C. s.22
site/unit number street number and street name city province postal code

(check all that apply):

- 1 ☒ Hand delivering a copy to the person.
- 2 ☐ Mailing a copy to the tenant's residence or address for service of documents
Note: for *Applications for Dispute Resolution by Direct Request*, use Registered Mail not ordinary mail
- 3 ☐ Attaching a copy on the door or other conspicuous place (describe in *Special Details* below)
- 4 ☐ Leaving a copy with an adult who apparently lives with the tenant (describe in *Special Details* below)
- 5 ☐ Leaving a copy in the mail box or mail slot at the tenant's residence
- 6 ☐ Faxing a copy to the tenant's fax number provided for service
- 7 ☐ As ordered by the director of the Residential Tenancy Branch (attach copy of substituted service order)

SPECIAL DETAILS: (describing where the document was left for option 3 or who it was left with for option 4)

In the box below, please describe how you know the person is an adult and lives with the tenant or the conspicuous place where you attached the *Notice to End Tenancy* or why you sent it to a different address than the rental unit.

CONFIRMATION

Provide confirmation of service by providing one of the following:

☐ Hand delivery receipt (to be completed by the person receiving the notice):

Name: _____

(Name of person receiving the notice)

On Date: _____

day

month

year

I received _____

(description of what was given to you)

from _____

(Name of person who gave you the notice)

If left with an adult who lives with the tenant, the person must confirm the following or a witness must confirm service: ☐ I am an adult ☐ I live with the tenant

Signature: _____

☐ Registered Mail receipt showing date and time of purchase and printed tracking report on separate page☒ Witness statement:

On Date: _____

day

month

year

I observed _____

s.22

(Name of person serving notice)

(give 10 DAY NOTICE TO END TENANCY AND 1 MONTH NOTICE TO END TENANCY

(description of what was served)

to _____

s.22

(Name of person being served)

By: ☒ Leaving a copy with the tenantCheck one ☐ Attaching a copy to the door or other conspicuous place as described in Special Details, page 1☐ Leaving a copy with an adult who apparently lives with the tenant as described in Special Details, page 1☐ Leaving a copy in the mailbox or mail slot at the tenant's residence

Name: _____

s.22

(Name of witness) (Please print)

Date: _____

day

month

year

s.22

Signature _____

☐ Fax transmission report attached.

Provide separate confirmation that the fax number is the tenant's current address for service, such as recent communication with tenant indicating that they can receive documents at that number by fax.

SIGNATURE

I confirm I served the Notice to End Tenancy in the way described on Page 1.

Signature: _____

s.22

(Signature of person serving the notice)

Date: _____

day

month

year

Full name of person serving the notice, including, if applicable, company name

s.22

Address of person serving the document(s)

☐ Same address as landlord (p. 1)

s.22

s.22

PORT COQUILAM

BC

s.22

site/unit number street number and street name

city

province

postal code

Your personal information is collected under section 26 (a) and (c) of the Freedom of Information and Protection of Privacy Act for the purpose of administering the Residential Tenancy Act and Manufactured Home Park Tenancy Act. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

FOR MORE INFORMATIONRTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 850867

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between s.22 , **Landlord(s)**, Applicant(s)
And s.22 , **Tenant(s)**, Respondent(s)

Regarding a rental unit at: s.22 SURREY, BC

Date of Decision: July 07, 2016

EX PARTE PROCEEDING

(DIRECT REQUEST PROCEEDING)

Pursuant to section 55(4) of the *Residential Tenancy Act*, the decision in this matter was made without a participatory hearing. The decision was based on an undisputed 10 day Notice to End Tenancy and the written submissions of the Landlord.



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "*Act*"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 06, 2016, the landlord personally served Tenant K.M. the Notices of Direct Request Proceeding for Tenant K.M. and Tenant R.G. The landlord had a witness sign the Proof of Service of the Notice of Direct Request Proceeding to confirm this service. Based on the written submission of the landlord and in accordance with section 89, I find that Tenant K.M. has been duly served with the Direct Request Proceeding documents on July 06, 2016, the day it was personally served to them. Based on the written submission of the landlord and in accordance with section 89(2), I find that Tenant R.G. has been duly served with the Direct Request Proceeding documents on July 06, 2016, the day it was personally served to them.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Request Proceeding served to the tenants;
- A copy of a residential tenancy agreement which was signed by the landlord on September 01, 2014, and the tenants on September 03, 2014, indicating a monthly rent of \$750.00, due on the first day of the month for a tenancy commencing on September 01, 2014;
- A Monetary Order Worksheet showing the rent owing and paid during this tenancy; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated May 28, 2016, and personally handed to Tenant K.M. on May 29, 2016, with a stated effective vacancy date of June 10, 2016, for \$180.00 in unpaid rent.

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was personally handed to Tenant K.M. at 3:00 p.m. on May 29, 2016. The 10 Day Notice states that the tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end.

Analysis

I have reviewed all documentary evidence and in accordance with section 88 of the *Act*, I find that the tenants were duly served with the 10 Day Notice on May 29, 2016.

I find that the tenants were obligated to pay the monthly rent in the amount of \$750.00 as per the tenancy agreement. I accept the evidence before me that the tenants have failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act* and did not dispute the 10 Day Notice within that 5 day period. Based on the foregoing, 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 10 Day Notice, June 10, 2016. Therefore, I find that the landlord is entitled to an Order of Possession for unpaid rent owing for May 2016 as of July 06, 2016.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 07, 2016



N. Hayes, Adjudicator
Residential Tenancy Branch



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No. 850867

Date: July 07, 2016

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

s.22

, **Landlord(s)**,

Applicant(s)

And

s.22

Tenant(s),

,

Respondent(s)

Re: An application pursuant to section 55 of the *Residential Tenancy Act* regarding a rental unit at:

s.22

SURREY, BC

ORDER

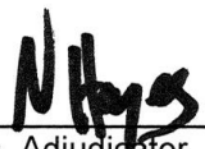
I DO AUTHORIZE AND COMMAND YOU, s.22

s.22

, tenant, and any other occupant or other person occupying the premises to deliver full and peaceable vacant possession and occupation of the said premises to the landlord, s.22, within **TWO (2) days** of service of this Order on you.

THIS ORDER may be filed and enforced in the Supreme Court of British Columbia.

Dated: July 07, 2016



N. Hayes, Adjudicator
Residential Tenancy Branch