



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing and Social Development

DIRECT REQUEST DECISION

Dispute Codes

OPR, MNR, , FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Evidence indicates that the landlord received the Direct Request Proceeding package on June 15, 2009 and submitted signed Proof of Service of the Notice of Direct Request Proceeding declaring that the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail on June 16, 2009. The landlord has included the registered mail tracking slips which documented the names of the parties served. I find that the tenant was duly served with the Notice of Direct Request.

Evidence and Proof of Service of 10 Day Notice to End Tenancy

In order to proceed through a Direct Request Application, the landlord was required to attach the following documents

- Copy of the 10 Day Notice
- Copy of the tenancy Agreement
- Proof of Service on the 10 Day Notice as either a) registered mail or; b) written receipt signed by the tenant or by a third party witness confirming how and when the Ten-Day Notice was served

I note that the landlord submitted the following evidentiary material:

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 3, 2009 with the vacancy date showing “June 13 2009” and \$3744.00 owed in rental arrears.
- A copy of the Proof of Service to the tenant of the Notice of Direct Proceeding by registered mail
- A copy of the Proof of Service of the Ten-Day Notice to End Tenancy indicating that rental arrears of \$3744.00 was owed for the months of May and June 2009 and was served to the tenant by posting it on the door on June 3, 2009 at 10:00 a.m., signed by a witness
- A copy of a residential tenancy agreement showing that the tenancy began on June 1, 2005 with rent originally set at \$1,800.00 per month and a security deposit of \$900.00 and pet damage deposit of \$400.00 paid on May 27, 2005.

The purpose of serving documents under the *Act* is to notify the person being served of their failure to comply with the *Act* and of their rights under the *Act* in response.

The landlord, seeking to end the tenancy due to this breach has the burden of proving that the tenant was served with the 10 day Notice to End Tenancy and I find that the landlord has met this burden.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord is entitled to a total monetary claim of \$3,794.00 comprised of rental arrears of \$1,872.00 for May 2009, rental arrears of \$1,872.00 rental arrears for the month June 2009 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit, pet damage

deposit and interest of \$1,346.05 in partial satisfaction of the claim leaving a balance due of \$2,447.95.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. .This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$2,447.95. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

June 26, 2009

Date of Decision

Dispute Resolution Officer