

## **Dispute Codes** OPR, MNR

### **Introduction**

This matter was conducted by way of 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 and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding the Tenant. The Proof of Service document declares that on June 24, 2011 at 4:10 p.m. the Landlord's agent served the Notice of Direct Request Proceeding on the Tenant by mailing the document, by registered mail, to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. Based on the written submissions of the Landlord, I find that the Tenant was sufficiently served with the Direct Request Proceeding documents pursuant to the provisions of Section 89(1)(c) of the Act.

### **Issue(s) to be Decided**

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?

### **Background and Evidence**

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon the Tenant;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenant;
- A copy of a residential tenancy agreement, which was signed by parties on October 7, 2009, indicating a monthly rent of \$925.00 due on the first day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 3, 2011, with an effective vacancy date of June 12, 2011, for \$925.00 that was due on June 1, 2011.

The Landlord's Application for Dispute Resolution filed June 21, 2011, indicates that the Tenant owes rent in the amount of \$925.00 for the month of June, 2011.

The Landlord's documentary evidence indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving the document with the Tenant at the rental unit on June 9, 2011 at 2:35 p.m. The Proof of Service document was signed by a witness.

### **Analysis**

I have reviewed all documentary evidence and accept that the Tenant was duly served with the Notice to End Tenancy, in accordance with the provisions of Section 88(a) of the Act.

The Notice to End Tenancy states that the Tenant had five days to pay the rent or apply for Dispute Resolution. I accept the evidence before me that the Tenant failed to pay all of the rent owed within the 5 days granted under Section 46 (4) of the Act. The Tenant has not filed an application to dispute the Notice to End Tenancy.

Based on the foregoing, I find that the Tenant is conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which is June 19, 2011. Pursuant to the provisions of Section 53 of the Act, the Notice is deemed to be changed to become effective June 19, 2011.

Based on the foregoing, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of \$925.00 against the Tenant.

### **Conclusion**

I hereby provide the Landlord an Order of Possession effective **2 days after service of the Order** upon the Tenant. The Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$925.00** for service upon the Tenant. This Order may be filed in the Provincial Court (Small Claims) 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: July 18, 2011.

---

Residential Tenancy Branch