**DECISION**

**Dispute Codes:** OPR and MNR

**Introduction**

This hearing was conducted as a 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 landlords 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, the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail sent on July 26, 2011.

Based on the written submission of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

**Issue(s) to be Decided**

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and a Monetary Order for the unpaid rent.

**Background and Evidence**

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Proceeding for the tenant;

- A copy of a residential tenancy agreement which was signed by the parties on November 28, 2007 indicating a monthly rent of $700 due on the first day of the month and that a security deposit of $350 was paid;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was served in person on July 2, 2011 and set an end of tenancy date of July 12, 2011.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay $244.32 of the rent due on May 1, 2011, the full month rent of $700 due on June 1, 2011 and the full month of $700 due on July 1, 2011 for a total outstanding of $1,644.32. (The landlord found these amounts to total $1,855.68 but appears to have added the $455.68 that he states was paid in May 2011 rather than the $244.32 given as the May shortfall.)

The Notice to End Tenancy states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

The landlord had requested a monetary claim in this application for the unpaid rent which I find to be $1,644.32 as noted and explained.


**Analysis**

I have reviewed all documentary evidence and accept that the tenant was served with Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant failed to pay the rent owed in full within the five days granted under section 46(4) of the *Act*.

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 was July 12, 2011.

Therefore, I find that the landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

**Conclusion**

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant.  The Order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the landlord is entitled to a Monetary Order pursuant to section 67 of the *Act* for the unpaid rent of $1,644.32.  This Order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

The landlord remains at liberty to make application for any further losses as may be ascertained at the conclusion of the tenancy and the disposition of the security deposit remains to be dealt with in accordance with section 38 of the *Act.*

August 4, 2011.