



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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 which declares that on November 8, 2011 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery at the rental unit.

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

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation 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 for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on April 24, 2010, indicating a monthly rent of \$800.00 due on the 1st day of every month;
- A receipt issued October 26, 2011 showing payment of \$150.00 and a balance owing of \$650.00 for October 2011 rent;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 2, 2011 with a stated effective vacancy date of November 12, 2011 for \$1,450.00 in unpaid rent as of November 1, 2011; and,

- A copy of a Proof of Service of the 10 Day Notice indicating landlord personally served the 10 Day Notice to the tenant at the rental unit on November 2, 2011, as evidence by the tenant's signature on the Proof of Service.

In the details of dispute the landlord states the tenant paid only \$150.00 towards rent in October 2011.

The 10 Day Notice 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.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with a 10 Day Notice to End Tenancy on November 2, 2011 as declared by the landlord. I accept the evidence before me that the tenant has failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy would end on the effective date of the Notice.

I find that the tenancy ends November 12, 2011 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$1,450.00 and the landlord is provided a Monetary Order to serve upon the tenant. The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy ends on November 12, 2011 and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a Monetary Order in the amount of \$1,450.00 to serve upon the tenant.

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: November 10, 2011.

Residential Tenancy Branch