



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), and deals 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 March 31, 2012, the Landlord personally served the Tenants with Notice of Direct Request Proceeding.

Based on the written submissions of the Landlord, I find that the Tenants have been duly served with the Direct Request Proceeding Documents.

### 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, inter alia, the following evidentiary material:

- A copy of a residential tenancy agreement signed by the Parties on August 28, 2011 indicating a monthly rent of \$1,000.00 payable on the first day of each month and that a security deposit of \$500.00 was taken by the Landlord on August 24 (no year indicated).

- Two pages of accounting notes indicating rental payment and security deposit made for November 2011 and what appears to be an accounting of payments made and amounts owing for January to March 23, 2012. The notes indicate a balance of \$1,840.00 prior to January 2012 but no indication as to how this amount was obtained or what this amount was based on.
- A 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”), dated March 23, 2012 indicating that the Tenant failed to pay rent in the amount of \$1,800.00 for March 1, 2012.
- Proof of Service for the Notice indicating that the Notice was personally served on the Tenant on March 23, 2012

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end from the service date. 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 the Notice to End Tenancy as declared by the Landlord. I accept the evidence before me that the Tenant has failed to pay rent owed in full within the 5 days granted under section 46 (4) of the *Act*. I also find that the Tenant has not filed an application to dispute the Notice. 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. Therefore, I find that the Landlord is entitled to an Order of Possession.

In order to obtain a monetary order through a “Direct Request” process, a landlord is required to provide evidence to substantiate the claim. Although the Landlord filed two pages of notes, given the lack of information on these notes about where the amounts, in particular the amount of \$1,840.00, were derived from or for, I find that the Landlord has not provided sufficient evidence to entitle the Landlord to a monetary order for

unpaid rent. I therefore dismiss this part of the Landlord's application with leave to reapply.

Conclusion

**I grant** an Order of Possession to the Landlord effective **two days after service** on the Tenant. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: April 04, 2012.

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Residential Tenancy Branch