



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 landlord 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 sent by registered mail on August 24, 2012.

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 Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on December 28, 2011 at a monthly rent of \$740 due on the first day of the month with a security deposit of \$370 paid on January 4, 2012;
- A copy of a 10 Day Notice to End Tenancy for unpaid rent which was served by posting on the tenant's door on August 7, 2012 with an end of tenancy date of

August 17, 2012, amended to August 20, 2012 to account for three days for deemed service of documents served by posting.

Documentary evidence filed by the landlord indicates the tenant had failed to pay the rent of \$765 which was due on August 1, 2012. However, with reference to the tenant's statement of account, I note that \$25 of that is a late fee which cannot be awarded in a direct request proceeding. Therefore, the claim is reduced to \$740.

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.

Analysis

I have reviewed all documentary evidence and accept that the tenant was served with the 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 August 20, 2012.

Therefore, I find that the landlord is entitled to an Order of Possession based on the Notice to End Tenancy of August 7, 2012

I further find that the landlord is entitled to a Monetary Order for the unpaid rent.

Conclusion

The landlord's copy of this Decision is accompanied by 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.

The landlord is also provided with a Monetary Order for the \$740 for the unpaid rent for August 2012, for service on the tenant. This Order is enforceable through the Provincial Court of British Columbia.

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: September 07, 2012.

Residential Tenancy Branch