



# 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 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 September 20, 2012, the landlord served the tenants with the Notice of Direct Request Proceeding by registered mail – deemed received September 26, 2012.

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**

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for any unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

### **Background and Evidence**

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on September 13, 2011 indicating a monthly rent of \$1350.00 due on the first day of the month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 07, 2012 by personal service, with an effective vacancy date 10 days after received by the tenant and stating the amount of unpaid arrears of rent as \$1110.00, and unpaid utilities of \$141.59 in the sum of \$1491.59.

- The landlord's application for dispute resolution claims unpaid rent for August 2012 in the outstanding amount of \$1491.59.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent in person. The Notice states that the tenant had five days to pay the outstanding arrears of rent in full or apply for Dispute Resolution or the tenancy would end 10 days from the deemed 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 notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay the arrears in rent owed *in full* within the 5 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. Therefore, I find that the landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of \$1491.59.

### **Conclusion**

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

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1491.59** comprised of rent and utilities owed. 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.

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: October 01, 2012

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Residential Tenancy Branch