



# 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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 21, 2012, at 4:49 p.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding by handing the documents to the Tenant 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?

Is the Landlord entitled to 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 the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the Landlord's agent and the Tenant on June 1, 2012, indicating a monthly rent of \$775.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 4, 2012, with a stated effective vacancy date of November 14, 2012, for \$800.00 in unpaid rent.

Documentary evidence filed by the Landlords indicates that the Landlord included the parking fee of \$25.00 on the Notice to End Tenancy and that the \$775.00 rent remains unpaid. The documentary evidence indicates that the Landlord's agent served the 10 Day Notice to End Tenancy for Unpaid Rent by handing the document to the Tenant on November 4, 2012, at 6:00 p.m. The Proof of Service document is signed by a witness.

The tenancy agreement gives the name of the rental property as the Landlord, rather than the name of the Landlord on the Application for Dispute Resolution and the Notice to End Tenancy. However, the Tenant's name is the same on the tenancy agreement, Notice to End Tenancy and all other documents and the address for the rental unit is also the same. Therefore, I am satisfied that the Landlord named on the Application for Dispute Resolution and the other documents provided in support of the Application is the same Landlord whose agent signed the tenancy agreement.

The 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 was served with Notice to End Tenancy on November 4, 2012.

I accept the evidence before me that the Tenant has failed to dispute the Notice to End Tenancy or pay the 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 November 14, 2012.

Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$775.00**.

### **Conclusion**

Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

Pursuant to the provisions of Section 67 of the Act, I hereby provide the Landlord a Monetary Order in the amount of **\$775.00** for service upon the Tenant. This Order 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: November 28, 2012.

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Residential Tenancy Branch