



# 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 and utilities.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 29, 2013 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 and utilities?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request;
- A copy of a residential tenancy agreement which was signed by the parties on January 31, 2013, indicating a monthly rent of \$450.00 due on the 1<sup>st</sup> day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 7, 2013, with an undisclosed effective vacancy date, for \$450.00 in rent as of March 1, 2013 and utilities of \$118.56 with a demand date that is not legible in the copy provided to me; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to the tenant on March 7, 2013 in the presence of a witness.

The 10 Day Notice provides that the tenant has five (5) days to pay the outstanding rent or file an Application for Dispute Resolution to dispute the Notice. The tenant did not file an Application for Dispute Resolution to dispute the Notice.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with a 10 Day Notice to End Tenancy as declared by the landlord. Although the Notice does not indicate an effective date, pursuant to section 53 of the Act I find the effective date reads March 17, 2013 so as to comply with section 46 of the Act.

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 ended on the effective date of March 17, 2013. Therefore, I provide the landlord with 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 \$450.00 for the month of March 2013. However, I deny the landlord's request for \$118.56 in utilities as I was not provided a copy of the written demand or utility bills to support the amount claimed.

The landlord is provided a Monetary Order in the amount of \$450.00 to serve upon the tenant. The security deposit remains in trust to be administered in accordance with the Act.

### Conclusion

The tenancy has ended 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 \$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: April 09, 2013

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Residential Tenancy Branch