



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 April 30, 2013, at 10:00 a.m., the Landlord served the Tenant with the Notice of Direct Request Proceeding by handing the document to the Tenant at the rental unit.

Based on the Landlord's written submissions, 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 parties on January 21, 2013, indicating a monthly rent of \$825.00; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 17, 2013, with a stated effective vacancy date of May 18, 2013, for \$825.00 in unpaid rent that was due on April 1, 2013.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on April 18, 2013, at 11:00 a.m. The Proof of Service document is signed by a witness.

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 April 18, 2013. Service in this manner is deemed to be effected 3 days after posting the document, in this case April 21, 2013

I accept the evidence before me that the Tenant failed to 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 the effective date of the Notice. Based on the provisions of Section 46 of the *Act*, the earliest date that the tenancy could end would have been May 1, 2013; however, in this case the Notice to End Tenancy indicates that the Landlord is requiring vacant possession on May 18, 2013.

Therefore, I find that the Landlord is entitled to an Order of Possession **effective 1:00 p.m., May 18, 2013**, and a Monetary Order for unpaid rent in the amount of **\$825.00**.

Conclusion

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlord with an Order of Possession effective **1:00 p.m., May 18, 2013**. This Order must be served on the Tenant and 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 with a Monetary Order in the amount of **\$825.00** 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: May 02, 2013

Residential Tenancy Branch

