



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CHARTWELL CONSTRUCTION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55 (4) of the *Residential Tenancy Act* in response to an application made 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 May 10, 2013 the landlord served the Notice of Direct Request Proceeding by leaving a copy with the tenant by hand. Based on this, I find that the tenant has been served with the Notice of Direct Request Proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent?  
Has the landlord established a monetary claim against the tenant for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and tenant on May 4, 2012 for a tenancy commencing on June 1, 2012 for the monthly rent of \$1197.00 payable in advance on or before 1:00 pm of the last day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities which was issued on May 1, 2013 with an effective vacancy date of May 11, 2013 due to \$1197.00 in unpaid rent that was due on April 30, 2013 (both pages of the 2-page form have been provided);
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities which states that the tenant was served with the notice on May 1, 2013, by posting it to the door of the rental unit; and

- The Landlord's Application for Dispute Resolution which was made on May 10, 2013, claiming \$1197.00 of outstanding rent for the month of May, 2013.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with the notice to end tenancy as declared by the landlord on May 1, 2013, by posting it to the door of the rental unit. The *Act* states that documents served in this manner are deemed to have been served 3 days after such posting. Therefore, I find that the tenant was deemed to be served on May 4, 2013, and the effective date of vacancy is automatically changed to May 14, 2013 pursuant to Section 53 (1) of the *Act*.

I accept the evidence before me that the tenant has failed to dispute the notice or pay the rent owed in full, within the 5 days granted under Section 46 (4) of the *Act*. As a result, I find that the tenant is conclusively presumed under Section 46 (5) of the *Act* to have accepted that the tenancy ended on May 14, 2013. Therefore, the landlord is entitled to an Order of Possession and a monetary order in the amount of \$1197.00 for unpaid rent.

### Conclusion

For the reasons set out above, I find the landlord is entitled to an Order of Possession effective **2 days after service on the tenant**. This order must be served on the tenant and may be filed and enforced in the Supreme Court as an order of that Court.

I find that the landlord is also entitled to monetary compensation pursuant to Section 67 in the amount of **\$1197.00**. 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: May 23, 2013

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Residential Tenancy Branch