



# 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 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 which declares that on June 5, 2013 the landlord served the tenant with the Notice of Direct Request by registered mail. Section 90 of the *Act* provides that a document is deemed to have been served 5 days after mailing. Based on the written submissions of the landlord, I find that the tenant has been served with the Notice of Direct Request proceeding requesting an Order of Possession and a monetary order.

### 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 signed by the landlord and the tenant on April 24, 2011 for a tenancy commencing on May 1, 2011 for the monthly rent of \$895.00 payable on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities which was issued on May 20, 2013 with an effective vacancy date of June 5, 2013 due to \$2260.00 in unpaid rent which was due on May 1, 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 21, 2013, by registered mail; and
- The Landlord's Application for Dispute Resolution which was made on June 4, 2013, showing a claim of \$2260.00 in outstanding rent.

### 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 on May 21, 2013 by registered mail. The *Act* states that documents served in this manner are deemed to have been served 5 days after mailing. Therefore, I find that the tenant is deemed to be served on May 26, 2013, and the effective date of vacancy, as per the notice to end tenancy, is June 5, 2013.

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 June 5, 2013. Therefore, the landlord is entitled to an Order of Possession.

In relation to the monetary claim made by the landlord for \$2260.00, the details section on the landlord's application states that rent is owed by the tenant for the month of May 1, 2013 **and** for other rent arrears which started to accumulate in January 2013. The landlord has satisfied me that the tenant failed to pay rent for May 1, 2013 which, according to the tenancy agreement, amounts to \$895.00. However, the landlord has failed to provide sufficient details/evidence to explain the resulting amount of the claim, namely what exact amounts the tenant had failed to pay and for which dates these amounts relate to.

As a result, I find that the landlord has only established a monetary claim for the sum of \$895.00 based on the tenant's failure to pay rent for May, 2013. I dismiss the remaining portion of the landlord's claim for unpaid rent with leave to re-apply.

### 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 **\$895.00**. 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.

The landlord is at liberty to re-apply for the remaining amount of unpaid rent not covered in this decision.

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: June 11, 2013

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Residential Tenancy Branch

