



# 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 June 17, 2013, the Landlord 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 parties on December 1, 2012, indicating a monthly rent of \$1,000.00 due on the first day of the month;
- A Rent Payment Schedule; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 3, 2013, with a stated effective vacancy date of June 13, 2013, for \$1,829.56 in unpaid rent.

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 June 3, 2013, at 1:40 p.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 Notice to End Tenancy was posted to the Tenant's door on June 3, 2013. Service in this manner is deemed to be effective 3 days after posting, June 6, 2013.

The Rent Payment Schedule supports the Landlord's submission with respect to the amount of rent owed. The Tenant owes \$500.00 for February, 2013; \$464.78 for April, 2013. The Tenant paid \$135.00 towards the arrears in May, 2013, leaving a balance owing as of May 1, 2013, of \$829.56. The Tenant did not pay any rent for the month of June, 2013. I accept the evidence before me that the Tenant has failed to pay the total amount of rent owed in full within the 5 days granted under Section 46 (4) of the *Act*.

Section 53 of the *Act* provides that an incorrect end of tenancy date on a Notice to End Tenancy is deemed to be changed to the date that complies with the applicable Section. 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 June 16, 2013.

Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent in the amount of **\$1,829.56**.

### **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 **\$1,829.56** 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: June 18, 2013

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Residential Tenancy Branch

