



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kitsotkwa Le'Lum Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR and MNR

### Introduction

This hearing was conducted as a 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 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail sent on July 29, 2013.

Based on the written submission of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and a Monetary Order for the 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 a residential tenancy agreement which was signed by the parties on October 13, 2010 and a copy of the tenant ledger showing that the tenant's rent contribution is \$140 per month and that the landlord holds a security deposit of \$300. The ledger indicates the a tenancy has existed since May 1, 2007;

- A copy of a 10 Day Notice to End Tenancy for unpaid rent which was served by posting on the tenant's door on July 5, 2013.

Documentary evidence filed by the landlord indicates the tenant had failed to pay the \$280 rent that was due on July 1, 2013.

The Notice to End Tenancy 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.

The landlord had requested a monetary claim in this application for the unpaid rent of \$280 for June and July 2013.

### Analysis

I have reviewed all documentary evidence and accept that the tenant was served with Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant failed to pay the rent owed in full within the five 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 which was July 20, 2013 taking into account the five days for deemed service of notice served by registered mail.

Therefore, I find that the landlord is entitled to an Order of Possession based on the Notice to End Tenancy of June 4, 2013.

I further find that the landlord is entitled to a Monetary Order for the unpaid rent.

### Conclusion

The landlord's copy of this Decision is accompanied by an Order of Possession effective **two days after service** on the tenant. The Order may be filed in the Supreme Court and enforced as an Order of that Court.

The landlord is also provided with a Monetary Order for **\$280.00** for the unpaid rent for June and July 2013 for service on the tenant. This Order is enforceable through the Provincial Court of British Columbia.

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: August 06, 2013

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Residential Tenancy Branch

