



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter proceeded 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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 22, 2013, the landlord personally served the tenant with the Notice of Direct Request Proceeding in the presence of a witness.

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

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order 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 Request Proceeding;
- A copy of a residential tenancy agreement which was signed by the tenant on August 6, 2013, indicating that the tenant is obligated to pay \$550.00 in rent in advance on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) which the landlord served on the tenant on October 4, 2013 for \$550.00 in unpaid rent due in the month of October; and

- A copy of the Proof of Service of the Notice showing that the landlord personally served the Notice on the tenant in the presence of a witness.

The Notice restates section 46(4) of the Act which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the full amount of the rental arrears, paying just \$225.00 of the \$550.00 owing.

### Analysis

I find that the tenant received the Notice on October 4, 2013. I accept the landlord's undisputed evidence and I find that the tenant did not pay the full amount of the rental arrears and did not apply to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

The landlord originally applied for a monetary order of \$225.00, which represents the amount of rent which was left unpaid for October. On October 22 he amended his claim seeking a total of \$325.00, but provided no explanation what the additional monies represent.

I accept the evidence before me that the tenant has failed to pay \$225.00 in rent for the month of October. I find that the landlord is entitled to recover the rental arrears and I award him \$225.00. In the absence of evidence regarding the additional \$100.00 claimed, I dismiss that part of the claim as unproven and I grant the landlord a monetary order for \$225.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

I grant the landlord an order of possession and a monetary order for \$225.00.

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: November 1, 2013

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Residential Tenancy Branch

