



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the “Act”).

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 24, 2013 the landlord sent the Notice of Direct Request Proceeding to the tenant via registered mail on November 24, 2013 at the rental unit. Section 90 deems a person to have received documents five days after mailing.

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

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by three co-tenants and the landlord on April 1, 2013, indicating a monthly rent of \$900.00 due on the 1st day of every month;
- A copy of a “Leaseholder change agreement” showing the three original co-tenants agreed that two co-tenants were to be released from the tenancy agreement effective September 30, 2013;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 5, 2013 with a stated effective vacancy date of November 18, 2013 for \$900.00 in unpaid rent as of November 1, 2013; and,
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenant's door on November 5, 2013 in the presence of a witness.

The 10 Day 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.

In the details of dispute the landlord indicates the rent for November 2013 remains outstanding.

Analysis

I have reviewed all documentary evidence and accept that the landlord posted the 10 Day Notice on the tenant's door, as declared by the landlord. As such, the tenant is deemed to have received it three days after posting.

I accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, 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. Therefore, I find that the tenancy ended November 18, 2013 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$900.00 for the month of November 2013. The landlord is provided a Monetary Order for this amount to serve upon the tenant.

The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a Monetary Order in the amount of \$900.00 to serve upon the tenant.

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: December 03, 2013

Residential Tenancy Branch

