



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
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 29, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery 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 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 the parties on August 8, 2007, indicating a monthly rent of \$900.00 due on the 1<sup>st</sup> day of every month;
- A copy of the tenant's ledger for the period January 2013 through November 13, 2013 showing charges for monthly rent in the amount of \$1,062.00 up until august 2013 and then \$1,102.00 for subsequent months, plus charges of \$25.00 for returned cheques;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 13, 2013 with a stated effective vacancy date of November 23, 2013, for \$2,269.00 in unpaid rent as of November 1, 2013;

- 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 13, 2013 in the presence of a witness; and,
- A photograph of the 10 Day Notice attached to the door of the rental unit.

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 states that the tenant failed to pay rent for October 2013 and November 2013. The landlord is seeking a monetary Order for unpaid rent in the sum of \$2,204.00 (\$1,102.00 for each month).

### Analysis

I have reviewed all documentary evidence and accept that the tenant was served with a 10 Day Notice to End Tenancy as declared by the landlord. As the 10 Day Notice was posted to the tenant's door it was deemed to be received by the tenant three days later, as provided under section 90 of the Act. Therefore, the effective date on the 10 Day Notice automatically changed to read November 26, 2013 under section 53 of the Act.

I accept the evidence before me that the tenant's rent cheques were returned and that no rent was paid for the months of October and November 2013.

Since the tenant did not pay rent and did not file to dispute the 10 Day Notice within five days of receiving the 10 Day Notice, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy end would end on the effective date of the Notice. Therefore, I find that the tenancy ended November 26, 2013 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

With respect to unpaid rent, I find the landlord has established an entitlement to recover \$900.00 per month as evidenced by the tenancy agreement. As the landlord did not provide me with copies of any Notices of Rent Increase I am unable to conclude the rent was increased to the amounts as reflected in the tenant's ledger. While I appreciate the rent may very well have been increased in a manner that complies with the Act, since the Direct Request procedure is based upon written submissions of the landlord only, the documentation provided must be sufficiently complete so that I may make determinations without making assumptions. It is important to note that the ledger itself does not establish the amount of rent payable by a tenant. Therefore, the landlord is provided a Monetary Order in the amount of \$1,800.00 to serve upon the tenant and enforce as necessary.

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 \$1,800.00 for unpaid rent for the months of October and November 2013.

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 12, 2013

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Residential Tenancy Branch

