



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 a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act") in response to an application made 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 which declares that on March 18, 2014 the Landlord served the Tenant with the Notice of Direct Request by registered mail pursuant to section 89(1) (c) of the Act. The Landlord provided a copy of the Canada Post tracking number and mailing receipt as evidence for this method of service. Section 90 of the Act provides that a document is deemed to have been received five days after such mailing. As a result, I find that the Tenant was deemed served with Notice of Direct Request Proceeding on March 23, 2014.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent?

Has the Landlord established a monetary claim against the Tenant for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a tenancy agreement signed by the Tenant on October 27, 2013 and the Landlord on October 30, 2013 for a tenancy commencing on November 1, 2013. The monthly rent is \$750.00 payable by the Tenant on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on March 6, 2014 with an effective vacancy date of March 16, 2014 due to \$750.00 in unpaid rent due on February 1, 2014 (both pages were provided);
- A copy of the Proof of Service of the Notice stating the Landlord served the Notice to the Tenant on March 6, 2014 by attaching it to the Tenant's door with a witness; and
- The Landlord's Application for Dispute Resolution which was made on March 14, 2014 claiming \$750.00 in outstanding rent for February, 2014. The Landlord

explains that the Tenant paid \$550.00 on March 13, 2014 but has not paid rent for March, 2014 leaving an outstanding balance of \$950.00.

Analysis

I have reviewed the documentary evidence and accept that the Landlord served the Tenant with a Notice that complied with the Act, by attaching it to the Tenant's door with a witness on March 6, 2014. The Act states that documents served this way are deemed to have been received three days after being attached to the door. Therefore, I find that the Tenant was deemed to be served the Notice on March 9, 2014 and the effective date of vacancy on the Notice is automatically corrected to March 19, 2014 pursuant to section 53 of the Act.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay the full rent owed on the Notice within the 5 days provided under Section 46(4) of the Act. Therefore, 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 and the Landlord is entitled to an Order of Possession.

In relation to the Monetary Order, based on the Landlord's evidence in the details section of the application, I find that the Tenant paid \$550.00 of the outstanding amount for February, 2014 rent leaving a balance of \$200.00. As a result, I award the Landlord \$200.00 for the unpaid rent due on the Notice. The Landlord is at liberty to apply for unpaid rent relating to March, 2014 through the conventional dispute resolution process.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the Landlord effective **2 days after service on the Tenant**. This order may then be enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit.

I further grant a Monetary Order in the amount of **\$200.00** in favour of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment.

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: March 24, 2014

Residential Tenancy Branch

