



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 a Landlord's application 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 May 27, 2014 the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Notice of Direct Request Proceeding in accordance with Section 89(1) (a) of the Act.

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 dated April 8, 2014 and signed by the Landlord and the Tenant for a tenancy commencing on April 8, 2014. Rent under the agreement is payable by the Tenant in the amount of \$600.00 on the first of the month to the owner;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on May 10, 2014 with an effective vacancy date of May 10, 2014 due to \$600.00 in unpaid rent due on May 1, 2014 (both pages of the 2 page approved form were provided as evidence);
- A copy of the Proof of Service for the Notice stating the Landlord personally served the Notice to the Tenant's boyfriend at the rental suite on May 10, 2014 with a witness; and,
- The Landlord's Application for Dispute Resolution (the "Application") which was made on May 27, 2014 claiming only \$300.00 of outstanding rent for May, 2014. In the details section, the Landlord explains that the Tenant moved in her boyfriend into the rental suite after the tenancy started and when the Landlord

confronted the boyfriend about May, 2014 rent the boyfriend said “unemployed and no money”.

Analysis

I have examined the Notice and I find that the contents of the Notice and the form used by the Landlord complied with the requirements of the Act.

Section 88(e) explains that a Notice can be served to a person by leaving a copy at the person’s residence with an adult who apparently resides with the person. I accept the Landlord’s evidence on the Proof of Service document which was signed by a witness, and from the details on the Application that the Notice was served to the Tenant’s boyfriend who was apparently residing with the Tenant. Therefore, I find that under the Act, the Tenant was served with the Notice on May 10, 2014.

I also find that effective date of vacancy detailed on the Notice, May 10, 2014, is incorrect as the Tenant is provided with ten days to vacate the suite if they do not dispute the Notice or pay the outstanding amount of rent on the Notice. Therefore, the effective date of vacancy on the Notice is deemed to be changed to May 20, 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 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. As a result, the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **2 days after service on the Tenant**. This order may then be filed and enforced in the Supreme Court as an order of that court.

I further grant a Monetary Order in the amount of **\$300.00** in favor 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 30, 2014

Residential Tenancy Branch

