



# 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 10, 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 residential tenancy agreement signed by the Landlord and the Tenant on June 20, 2013 for a tenancy commencing on July 1, 2013. Rent is payable by the Tenant in the amount of \$1,000.00 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 April 21, 2014 with an effective vacancy date of May 1, 2014 due to \$1,000.00 in unpaid rent due on April 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 on April 21, 2014 with a witness; and,

- The Landlord's Application for Dispute Resolution which was made on May 10, 2014 claiming \$1,000.00 of outstanding rent for April, 2014.

### Analysis

I have reviewed the documentary evidence and accept that the Tenant was personally served with the Notice, which complied with the Act, in the presence of a witness as declared on the Proof of Service document.

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 **\$1,000.00** 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 *Residential Tenancy Act*.

Dated: May 14, 2014

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Residential Tenancy Branch

