



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DIRECT REQUEST DECISION**

### Dispute Codes:

OPR, MNR

### Introduction

This application proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act. The landlord seeks an Order of Possession and a monetary order for rental arrears based on a 10-Day Notice to End Tenancy for Unpaid Rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 24, 2014 at 11:00 a.m., the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act, (*the Act*), determines that a document is deemed to have been served on the fifth day after it was sent.

Based on the written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord is entitled to an Order of Possession for unpaid rent and a monetary Order for unpaid rent pursuant to sections 55 and 67 of the Act?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding and Proof of Service of the Ten-Day Notice, verifying service to the tenant,
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 15, 2014 for \$765.00 in rental arrears, and
- A copy of a residential tenancy agreement which was signed by the parties in March 2013, confirming that the rent is \$750.00 per month, due on the first day of each month.

- A copy of the first page of a two-page undated Notice of Rent Increase.

The landlord indicates that the tenant had failed to pay \$765.00 rent owed for the month of April 2014. However, the tenancy agreement indicates that the rental rate for the unit is \$750.00 per month. Although the landlord has submitted a copy of the first page of a Notice of Rent Increase, I was unable to determine the date and amount by which the rent was increased as the landlord failed to submit the second page of the Notice into evidence. The landlord is seeking \$765.00 compensation and an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent.

### Analysis

Based on the evidence before me, I find that the tenant was duly served with a Notice to End Tenancy for Unpaid Rent by posting it on the tenant's door on April 15, 2014. The Notice states that the tenant has five days to pay the rent to cancel the Notice or to apply for Dispute Resolution to dispute the Notice. I find the tenant did not apply to dispute the Notice to End Tenancy and did not pay the arrears within five days.

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. Given the above facts, I find that the landlord is entitled to an Order of Possession.

However, although I accept that the tenant did not dispute the Notice and that the tenant is genuinely in arrears for some amount of rent, I find that the landlord has not sufficiently established that the rental rate is \$765.00. Because the second page of the Notice of Rent Increase containing the key information including the effective date and amount of the rent increase was not in evidence, this affects the landlord's monetary claim. I find that verification of this information is required in order to award monetary compensation through the Direct Request proceeding.

For this reason, I hereby dismiss the portion of the landlord's application seeking compensation for rental arrears because the landlord failed to submit adequate evidence to meet the burden of proof for the monetary claim.

I hereby grant the landlord an Order of Possession effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

The remainder of the landlord's application is dismissed without leave.

Conclusion

The landlord is partly successful in the application and is granted an Order of Possession. The portion of the landlord's application seeking the monetary compensation is dismissed without leave.

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: April 30, 2014

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Residential Tenancy Branch

