



Dispute Resolution Services

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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 the first page of a 2-page Notice of Rent Increase, unsigned and undated.
- 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 on unknown date in March 2013, confirming that the rent is \$750.00 per month, due on the first day of each month.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay \$765.00 rent owed for the month of April 2014 and the landlord is seeking compensation in this amount 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 that the tenant did not apply to dispute the Notice to End Tenancy within five days and did not pay the arrears within five days.

I find that the tenant is therefore 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.

With respect to the landlord's claim for monetary compensation in the amount of \$765.00, I find that the monthly rental rate shown on the tenancy agreement submitted into evidence by the landlord, \$750.00 per month, conflicts with the amount being claimed for one month of arrears.

I find that the landlord has submitted the first page of a Notice of Rent Increase, but, because the second page is missing, it is not dated, not signed nor does it show the monthly rent to be charged.

Although I accept that the tenant is in arrears for rent in some amount, I find that the landlord has failed to submit sufficient proof of the amount being claimed pursuant to section 67 of the Act. Therefore I find it necessary to dismiss the landlord's monetary claim, but do so with leave to reapply. The landlord is at liberty to file an application for a participatory hearing seeking rental arrears owed.

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.

Conclusion

The landlord is partly successful in the application and is granted an Order of Possession. The landlord's monetary claim is dismissed with leave to reapply.

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 02, 2014

Residential Tenancy Branch

