



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Re/Max Aldercenter Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPR, MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution filed by the Landlord for an Order of Possession and a monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 06, 2014 the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail. The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which corroborates that the Landlord mailed a package to the rental unit. Section 90 of the *Act* determines that a document served by mail is deemed to have been served on the fifth day after it is mailed, which in these circumstances is June 11, 2014.

Based on the written submissions of the Landlord, I find the Tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

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

### Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant.
- A copy of a residential tenancy agreement between the Landlord and the Tenant, which appears to be signed by the Tenant, that indicates that the tenancy began on November 16, 2013; that the Tenant was required to pay rent of \$1,280.00 by the first day of each month; and that the Tenant was required to pay monthly utilities of \$100.00.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by the Landlord and is dated May 18, 2014, which declares that the

Tenant must vacate the rental unit by May 29, 2014 as the Tenant has failed to pay rent in the amount of \$4,933.00 that was due on May 01, 2014. The Notice declares that the tenancy will end unless the Tenant pays the rent or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.

- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy in which the Landlord declared that the Notice was posted at the rental unit on May 18, 2014, in the presence of another party, who also signed the Proof of Service.
- A copy of a ledger that shows the Tenant has paid \$3,247.00 in rent/utilities for the period between December 01, 2013 and May 31, 2014.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on May 18, 2014. The Landlord is seeking compensation of \$4,933.00 in unpaid rent.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$1,280.00 by the first day of each month and \$100.00 per month for utilities.

On the basis of the ledger submitted in evidence, I find that the Tenant has paid \$3,247.00 in rent/utilities for the period between December 01, 2013 and May 31, 2014. Given that the Tenant was obligated to pay \$600.00 in utilities for these 6 months, I find it reasonable to conclude that \$600.00 of this amount was for utilities and the remaining \$2,647.00 was for rent.

As the Tenant was obligated to pay \$7,680.00 in rent for the period between December 01, 2013 and May 31, 2014 and she has only paid \$2,647.00, I find that the Tenant still owes \$5,033.00 in rent. I therefore find that the Landlord is entitled to the full amount of his claim for unpaid rent, which is \$4,933.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was posted at the rental unit on May 18, 2014. Section 90 of the *Act* stipulates that a document that is posted on a door is deemed to be received on the third day after it is posted. I therefore find that the Tenant is deemed to have received the Notice to End Tenancy on May 21, 2014.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy or that the Tenant has paid the outstanding rent. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended on the effective date of the Notice. On this basis, I find that the Landlord is entitled to an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$4,933.00, for unpaid rent and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: June 16, 2014

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Residential Tenancy Branch

