



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Domus Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord 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 Proceeding which declares that on May 14, 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 duly served with the Direct Request Proceeding documents on May 14, 2014.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding;
- A copy of the residential tenancy agreement which appears to have been signed by the parties on August 30, 2013, indicating that the tenant is obligated to pay \$950.00 in rent in advance on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on May 05, 2014, for \$995.00 in unpaid rent effective May 01, 2014, and
- A copy of the Proof of Service of the Notice to End Tenancy showing that the landlord personally served the notice to end tenancy on the tenant on May 05, 2014.

Section 90 of the Act provides that as the notice to end tenancy was personally served on May 05, 2014, the tenant is deemed to have received the notice on that same date.

The Notice restates section 46(4) of the Act which provides that the tenant had 5 days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice to End Tenancy within 5 days from the date of service and the landlord alleged that the tenant did not pay the full amount of rental arrears.

### Analysis

I find that the tenant received the notice to end tenancy on May 05, 2014. I accept the landlord's evidence and I find that the tenant neither paid the rental arrears, nor applied to dispute the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I grant the landlord an **order of possession** which must be served on the tenant. Should the tenant fail to comply, the order may be filed for enforcement in the Supreme Court.

In regard to the landlord's application for a monetary order for unpaid rent for May in the amount of \$995.00, I find there is an absence of clarity. Specifically, the monthly rent is \$950.00, and it appears that rent has been paid in full for April. Accordingly, it is not clear how a calculation of \$995.00 was made for unpaid rent for May. In the result, this aspect of the application is hereby dismissed with leave to reapply.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The application for a monetary order as compensation for unpaid rent for May 2014 is hereby 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 27, 2014

---

Residential Tenancy Branch

