



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 an application made 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 which declares that the Tenant was personally served with the Notice of Direct Request on June 16, 2014. As a result, I find that the Tenant was personally served with Notice of Direct Request Proceeding pursuant to 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 for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a tenancy contract signed by the Tenant and the Landlord on June 1, 2005 for a tenancy commencing on the same day. The monthly rent on the agreement is \$675.00 which is payable by the Tenant in advance per month;
- A copy of the two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on June 3, 2014 with an effective vacancy date of June 14, 2014 due to \$1,640.00 in unpaid rent due on June 1, 2014;
- A copy of the Proof of Service of the Notice which declares that the Notice was served on June 3, 2014 by attaching it to the Tenant's door with a witness; and
- The Landlord's Application for Dispute Resolution which was made on June 16, 2014 claiming \$1,640.00 in outstanding rent. The details section states "Tenant has not paid rent in full".

Analysis

I have reviewed the documentary evidence and I accept that the Landlord served the Tenant with a Notice that complied with the Act, by attaching it to the Tenant's door with a witness on June 3, 2014. The Act states that documents served this way are deemed to have been received three days after being attached to the door. Therefore, I find that the Tenant was deemed to be served the Notice on June 6, 2014 and the effective vacancy date on the Notice is deemed to be changed to June 16, 2014 pursuant to Section 53 of the Act.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay outstanding rent within the five 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 and the Landlord is therefore entitled to an Order of Possession for unpaid rent.

However, in relation to the monetary claim of \$1,640.00, there are insufficient details or an explanation as to how the Landlord reached this amount being claimed. The amount of rent payable under the tenancy agreement is \$675.00 and the amount of rent claimed on the Notice and the Application is \$1,640.00; the Landlord has not explained this discrepancy in the details section of the Application or in the accompanying documentary evidence.

As a result, I am unable to understand how the amount claimed by the Landlord was determined and therefore I am unable to grant 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 enforced in the Supreme Court as an order of that court if the Tenant fails to vacate.

I dismiss the Landlord's claim for unpaid rent with leave to re-apply.

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 23, 2014

Residential Tenancy Branch

