



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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 June 19, 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 June 19, 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 was signed by the parties on May 11, 2013, indicating that the tenant is obligated to pay \$1,900.00 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 June 09, 2014, with a stated effective vacancy date of June 18, 2014, for \$3,200.00 in unpaid rent effective June 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 June 09, 2014.

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 rental arrears.

Analysis

I find that the tenant received the notice to end tenancy on June 09, 2014. I accept the landlord's evidence and I find that the tenant neither paid the full amount of 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. Pursuant to section 53 of the Act which speaks to **Incorrect effective dates automatically changed**, as the 10 day notice was personally served on June 09, 2014, I find the effective date of the notice to be June 19, 2014 (not June 18, 2014). 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.

I accept the evidence before me that the tenant has failed to pay a total of \$3,200.00 in rent effective June 01, 2014. I find that the landlord is entitled to recover the rental arrears and I grant the landlord a **monetary order** in the amount of **\$3,200.00**.

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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$3,200.00**. This order may be served on the tenant, filed in the 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 26, 2014

Residential Tenancy Branch

