Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRISTOL ESTATES
and [tenant name suppressed to protect privacy]
DECISION

Dispute Codes   OPR MNR

Introduction
This matter proceeded by way of direct request proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "*Act*"), and dealt with an application for dispute resolution by the landlord for an order of possession for unpaid rent 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 12, 2014, the landlord served the tenant with the notice of direct request proceeding via registered mail.

Section 90 of the *Act* determines that a document served in this manner is deemed to have been served five days later.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the direct request proceeding documents as of June 17, 2014.

Issues to be Decided
- Is the landlord entitled to an order of possession for unpaid rent?
- 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 proceeding for the tenant including a registered mail receipt with tracking number;

- A copy of a residential tenancy agreement which was signed by the parties on November 1, 2013, indicating a monthly rent of $1,200.00 due on the first day of the month; and

- A copy of a 10 day notice to end tenancy for unpaid rent which was issued on June 2, 2014, with a stated effective vacancy date of June 12, 2014, for $1,625.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the rent owed and was served the 10 day notice to end tenancy for unpaid rent by posting to the tenant's door on June 2, 2014, which was witnessed by third party "DS".

Section 90 of the *Act* deems the tenant was served three days later on June 5, 2014, which would correct the above-mentioned effective vacancy date to June 15, 2014.

The notice states that the tenant had five days to pay the rent in full or apply for dispute resolution or the tenancy would end 10 days from the service date. The tenant did not apply to dispute the notice to end tenancy within five days from the date of service.

The landlord writes that the amount of $1,625.00 is comprised of $425.00 owing for a portion of May 2014 rent that was unpaid, plus $1,200.00 owing for the full month of June 2014 in unpaid rent.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46(4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the notice, June 15, 2014. Therefore, I find that the landlord is entitled to an order of possession and a monetary order for unpaid rent.

Conclusion

I find that the landlord is entitled to an order of possession effective **two (2) days after service** on the tenant and this order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlord is entitled to monetary compensation pursuant to section 67 in the amount of **$1,625.00** comprised of rent owed.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 20, 2014

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Residential Tenancy Branch