



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AUSTEVILLE PRPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DIRECT REQUEST DECISION AND REASONS**

Dispute Codes OPR, MNR,

### Introduction

This hearing 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 July 3, 2014 the landlord served the tenant by registered mail.

Based on the written submissions of the Landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent and a Monetary Order for unpaid rent pursuant to sections 55, and 67 of the *Residential Tenancy Act (Act)*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- Proof of Service of the Notice of Direct Proceeding,
- Copy of a residential tenancy agreement signed by the parties, on August 28, 2013 with monthly rent of \$1,455.00 due on the first day of each rental period.
- Copy of 10 Day Notice to End Tenancy for Unpaid Rent issued on June 6, 2014 with effective date of June 15, 2014 due to \$1,455.00 in unpaid rental arrears.
- Copies of communications.

The application for Direct Request Proceeding, filed by the landlord indicates that the tenant failed to pay \$1,455.00 rent owed for the month of June 2014 and the tenant was served with a 10-Day Notice to End Tenancy for Unpaid Rent. The Proof of Service

form verified that the Ten-Day Notice was served on the tenant by posting it on the door on June 8, 2014, in front of a witness. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution, or the tenancy would end.

### Analysis

I have reviewed all documentary evidence and accept that the tenant was served with a Notice To End Tenancy as declared by the landlord. I accept the evidence before me that the tenant has failed to pay all of the rental arrears owed in full within the 5 days permitted under section 46 (4) of the *Act*.

Based on the facts, I find that the tenant did not dispute the Notice and did not pay the arrears. Therefore, under the *Act*, 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.

The landlord has requested monetary compensation for the sum of \$1,455.00 and I accept the landlord's evidence that the tenant is in arrears for this amount of rent.

Accordingly, I hereby grant the landlord a monetary order in the amount of \$1,455.00 for rental arrears. This order must be served on the tenant and may be enforced through Small Claims Court if necessary.

I hereby grant the landlord an Order of Possession effective two days after service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

### Conclusion

The landlord is successful in the application and is granted an Order of Possession and Monetary Order based on the 10-Day Notice to End Tenancy for Unpaid Rent.

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: July 23, 2014

---

Residential Tenancy Branch

