



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 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 22, 2014, the landlord personally served the tenant at the rental unit at 8:35 p.m. 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 as of July 22, 2014.

Issues to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a Monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

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;
- A copy of a residential tenancy agreement which was signed by the parties on March 15, 2014, indicating a monthly rent of \$1,100.00 due on the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent for the month of July 2014 and which was issued on July 3, 2014 with a stated effective vacancy date of July 13, 2014, for \$1,100.00 in unpaid rent for July 1, 2014;

Documentary evidence filed by the landlord indicates that the tenant failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by personal service on the tenant on July 3, 2014 at 9:30 p.m. at the rental unit and which was witnessed by a neighbor M.S. and signed for by the tenant.

The Notice states that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with the Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay all 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 effective date of the Notice, July 13, 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 the 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 section 67 in the amount of **\$1,100.00** 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: July 30, 2014

Residential Tenancy Branch

