



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUN LIFE ASSURANCE COMPANY OF CANADA C/O GATEWAY
PROPERTY MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 11, 2014 the landlord personally served the tenant with the Notice of Direct Request Proceeding at the landlord's service address.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on March 12, 2014, indicating a monthly rent of \$1,200.00, plus parking of \$35.00 per month, due on the 1st day of every month for a fixed term expiring March 31, 2015;
- 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 16, 2014, for \$1,200.00 in unpaid rent as of June 1, 2014;
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenant's door on June 2, 2014 in the presence of a witness;
- A copy of the tenant's ledger account; and,
- A copy of a receipt showing the tenant paid \$800.00 of the rental arrears on June 5, 2014 which was accepted for use and occupancy only.

The 10 Day Notice states that the tenant had five days to pay the rent 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.

In the details of dispute the landlord states that the tenant failed to pay rent for June 2014 when due and paid \$800.00 of the monthly rent on June 5, 2014 leaving an outstanding balance of \$400.00 as June 11, 2014 – the date of filing.

Analysis

I have reviewed all documentary evidence and accept that the tenant was served with a 10 Day Notice to End Tenancy as declared by the landlord. Since the 10 Day Notice was posted it is deemed to have been received by the tenant three days later.

I accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, 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. Therefore, I find that the tenancy ended June 16, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

I find the landlord is entitled to monetary compensation for the balance of unpaid rent in the amount of \$400.00 for the month of June 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a Monetary Order in the amount of \$400.00 to serve upon the tenant.

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 19, 2014

Residential Tenancy Branch

