



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 August 25, 2014 the landlord sent the Notice of Direct Request Proceeding and supporting documents upon the tenant by registered mail at the rental unit. The landlord provided a registered mail receipt, including tracking number, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing.

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 copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the parties on May 16, 2014, indicating a monthly rent of \$1,150.00 due on the 1st day of every month;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 8, 2014 with a stated effective vacancy date of August 18, 2014, for \$1,200.00 in unpaid rent as of August 1, 2014;
- A Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenant's door on August 8, 2014 in the presence of a witness;

- A Monetary Order worksheet indicating rent of \$1,150.00 remains outstanding as of the date of filing; and,
- A written submission indicating the amount that appears on the 10 Day Notice includes late fees.

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.

Analysis

I have reviewed all documentary evidence and I find the tenant is deemed to have received the 10 Day Notice three days after it was posted on the door, pursuant to section 90 of the Act. As such, the effective date of the 10 Day Notice automatically changes to read August 21, 2014 under section 53 of the Act.

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 would end on the effective date of the Notice. Therefore, I find that the tenancy ended August 21, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

I find the landlords are entitled to monetary compensation for unpaid rent in the amount of \$1,150.00 for the month of August 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 due to unpaid rent 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 \$1,150.00 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: September 16, 2014

Residential Tenancy Branch

