



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, MNR

This matter 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 October 17, 2014, the landlord personally served the tenant with the Notice of Direct Request Proceeding.

### Issues to be Decided

Is the landlord entitled to an order of possession?

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 Request Proceeding;
- A copy of the residential tenancy agreement which was signed by the parties on July 28, 2014, indicating that the tenant is obligated to pay \$1,500.00 in rent in advance on the first day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on October 02, 2014, with a stated effective vacancy date of October 12, 2014, for \$1,100.00 in unpaid rent effective October 01, 2014, and
- A copy of the Proof of Service of the Notice to End Tenancy showing that on October 02, 2014 the landlord personally served the notice to end tenancy on the tenant.

The Notice restates section 46(4) of the Act which provides that the tenant had 5 days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice to End Tenancy within 5 days from the date of service and the landlord alleged that the tenant did not pay the full amount of rental arrears.

### Analysis

I find that the tenant received the notice to end tenancy on October 02, 2014. I accept the landlord's evidence and I find that the tenant neither paid the full amount of rental arrears, nor applied to dispute the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I grant the landlord an **order of possession** which must be served on the tenant. Should the tenant fail to comply, the order may be filed for enforcement in the Supreme Court.

I accept the evidence before me that the tenant failed to pay the full amount of \$1,500.00 in rent due on October 01, 2014, and made payment in the limited amount only of \$400.00. In the result, an outstanding balance of \$1,100.00 is still owed. I find that the landlord is entitled to recover the rental arrears and I grant the landlord a **monetary order** in the amount of **\$1,100.00**.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,100.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: October 27, 2014

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Residential Tenancy Branch

