

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

OPR, & MNR

### <u>Introduction</u>

This matter was conducted 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 due to unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 14, 2014 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served on the fifth day after it was sent.

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

#### Issue(s) 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, & 67of the *Residential Tenancy Act (Act)*.

## Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on July 19, 2014 for a tenancy beginning July 19, 2014 for the monthly rent of \$950.00 due on 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, November 3, 2014 with an effective vacancy date of November 13, 2014 due to \$1900.00 in unpaid rent.

Documentary evidence filed by the landlord(s) indicates that the tenant(s) had failed to pay the rent owed for the months of October 2014, and November 2014 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on November 3, 2014.

The Notice states that the tenant(s) had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant(s) did not apply to dispute the Notice to End Tenancy within five days.

#### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. I accept the evidence before me that the tenant has failed to pay the rent owed in full with in the 5 days granted under section 46 (4) of the *Act*.

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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.

Conclusion

I find that the landlord is entitled to an Order of Possession effective two days after

service on the tenant(s). This order must be served on the tenant(s) and 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 \$1900.00 comprised of \$950.00 rent outstanding for October and 2014, and

\$950.00 rent outstanding for November 2014. This order must be served on the

tenant(s) and may be filed in the Provincial Court (Small Claims) 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: November 20, 2014

Residential Tenancy Branch