



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 November 18, 2014 the landlord served the Notice of Direct Request Proceeding and supporting documents upon the tenant by personal service, as evidenced by the tenant's signature acknowledging receipt of the documents.

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 tenant and former landlord on April 10, 2014, indicating a monthly rent of \$875.00 due on the 1st day of every month;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 3, 2014 with a stated effective vacancy date of November 17, 2014, for \$875.00 in unpaid rent as of November 1, 2014;
- A Proof of Service of the 10 Day Notice indicating the landlord's agent personally served the 10 Day Notice to the tenant on November 3, 2014 in the presence of a witness and acknowledged by the tenant by way of her signature;

- A Monetary Order worksheet indicating the entire amount of \$875.00 remains outstanding as of the date of filing; and,
- A written submission and copy of a Buyer's Statement of Adjustments showing the current landlord purchased the property from the former landlord on October 30, 2014.

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 accept that the tenant was personally served with a 10 Day Notice on November 3, 2014. I also 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 November 17, 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 unpaid rent in the amount of \$875.00 for the month of November 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 \$875.00 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: November 28, 2014

Residential Tenancy Branch

