



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR GP INC (GENERAL PARTNER FOR NPR LIMITED PARTNERSHIP)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      OPR, MNR

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 28, 2015, at 3:45 pm, the landlord’s agent “JO” served the tenant with the Notice of Direct Request Proceeding by way of personal service via hand-delivery. The Proof of Service form establishes that the service was witnessed by “RD” and a signature for RD is included on the form.

Based on the written submissions of the landlord, and in accordance with section 89 of the *Act*, I find that the tenant has been duly served with the Direct Request Proceeding documents on April 28, 2015.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *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 served to the tenant;
- A copy of a residential tenancy agreement which was signed by the original landlord’s agent and the tenant on February 27, 2012, indicating a monthly rent of \$750.00 due on the first day of the month for a tenancy commencing on March 1, 2012;
- The applicant landlord established the manner in which the monthly rent was raised from the initial \$750.00 stated in the tenancy agreement to the current amount of \$778.50 by

providing a copy of a "Notice of Rent Increase" form, dated August 26, 2013, provided to the tenant during the course of the tenancy;

- A copy of a document titled "Bill of Sale", dated June 22, 2012, which demonstrates that the applicant landlord purchased the building in which the rental unit is located;
- A Monetary Order Worksheet showing the rent owing and paid during the portion of this tenancy in question, on which the landlord establishes a monetary claim in the amount of \$448.58 for outstanding rent. The landlord indicates that monthly rent owed for April 2015 was \$798.50 and a partial payment of \$350.00 was provided on April 21, 2015, resulting in a balance of \$448.58 owing for April 2015;
- A copy of a rental ledger titled "Resident Ledger" which establishes the payments received and outstanding balance with respect to the tenancy;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) dated April 6, 2015, which the landlord states was served to the tenant on April 6, 2015, for \$798.50.00 in unpaid rent due on April 1, 2015, with a stated effective vacancy date of April 19, 2015; and
- A copy of the Proof of Service of the Notice showing that the landlord's agent "GW" served the Notice to the tenant by way of posting it to the door of the rental unit at 10:10 am on April 6, 2015. The Proof of Service form establishes that the service was witnessed by "JO" and a signature for "JO" is included on the form.

The Notice restates section 46(4) of the *Act* which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the effective date of the Notice. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

### Analysis

I have reviewed all documentary evidence provided by the landlord. Section 90 of the *Act* provides that because the Notice was served by posting the Notice to the door of the rental unit, the tenant is deemed to have received the Notice three days after its posting. In accordance with sections 88 and 90 of the *Act*, I find that the tenant is deemed to have received the Notice on April 9, 2015, three days after its posting.

As part of the monetary claim established on the monetary order worksheet, the landlord's calculation relies on the inclusion of fees for which reimbursement cannot be sought by way of the Direct Request process. The resident ledger form provided by the landlord indicates that on April 1, 2015, the landlord charged a fee of \$20.00 for parking. The monthly rent owed for April 2015 was \$778.50, and the addition of the \$20.00 parking fee results in a sum of \$798.50, which is the amount provided on the Notice served to the tenant, as well as the amount of unpaid rent indicated on the monetary worksheet.

As reimbursement for fees such as parking cannot be sought by way of the Direct Request process, I will address only the portion of the monetary claim which arises from unpaid rent. In

so doing, I will calculate the monetary claim based on monthly rent owed in the amount of \$778.50 for April 2015. A partial payment of \$350.00 was provided by the tenant on April 21, 2015, resulting in a balance of unpaid rent in the amount of \$428.50 owed for the month of April 2015.

I find that the tenant was obligated to pay monthly rent in the amount of \$778.50, as the landlord has established that the monthly rent amount was raised in an appropriate manner from the initial amount of \$750.00, as established in the tenancy agreement, to the current amount of \$778.50. I accept the evidence before me that the tenant has failed to pay outstanding rental arrears in the amount of \$428.50, comprised of the balance of rent owed for the month of April 2015.

I find that the tenant received the Notice on April 9, 2015. I accept the landlord's undisputed evidence and find that the tenant did not pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act* and did not apply to dispute the Notice within that 5-day period.

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, April 19, 2015.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order of \$428.50 for unpaid rent owing for April 2015, as of April 23, 2015.

#### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a monetary Order in the amount of \$428.50 for unpaid rent owing for April 2015, as of April 23, 2015. The landlord is provided with these Orders in the above terms and the tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 01, 2015

---

Residential Tenancy Branch

