



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTSEA CONSTRUCTION LTD
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 June 25, 2015, the landlord personally served the tenant the Notice of Direct Request Proceeding. The landlord provided documentary evidence signed by the tenant to confirm this service. Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been served with the Direct Request Proceeding documents on June 25, 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 tenants;

- A copy of a residential tenancy agreement which was signed by the landlord and the tenant on June 30, 2008, indicating a monthly rent of \$560.00, due on the first day of the month for a tenancy commencing on July 01, 2008;
- Copies of three Notice of Rent Increase forms showing the rent being increased from \$560.00 to the current monthly rent amount of \$611.00
- A Monetary Order Worksheet and ledger showing the rent owing and paid during this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 17, 2015, and personally served to the tenant on June 17, 2015, with a stated effective vacancy date of June 30, 2015, for \$611.00 in unpaid rent and \$25.00 in late fees.

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was personally served to the tenant at 9:15 am on June 17, 2015. The 10 Day Notice states that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end.

Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the tenant was served with the 10 Day Notice on June 17, 2015.

I find that the tenant was obligated to pay the increased monthly rent in the amount of \$611.00, as per the tenancy agreement and Notices of Rent Increase.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46(4) of the *Act* and did not dispute the 10 Day Notice within that 5 day period

I also note that the only monetary award available to a landlord by way of the direct request process is for unpaid rent and unpaid utilities. Although late fees were included on the 10 Day Notice, the landlord has not sought a monetary award for matters relating to late fees.

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 10 Day Notice, June 30, 2015.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order in the amount of \$611.00, the amount claimed by the landlord, for unpaid rent owing for June 2015 as of June 24, 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 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 \$611.00 for rent owed for June 2015. The landlord is provided with this Order in the above terms and the tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: June 30, 2015

Residential Tenancy Branch

