



# Dispute Resolution Services

Page: 1

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 January 24, 2016 the Notice of Direct Request Proceeding and supporting documents was served upon the tenant in person at the rental unit in the presence of a witness. The landlord's agent noted that the tenant refused to sign acknowledgement of the documents and slammed the door shut. The Proof of Service was; however, signed by a witness and the landlord's agent.

Based on the written submissions of the landlord, I accept 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 parties on March 12, 2015, indicating a monthly rent of \$1,600.00 due on the 12th day of every month starting March 12, 2015 for a one-year fixed term;
- Several Invoices issued for rent with notations that indicate the tenant paid rent up to and including the month of September 2015 and then a partial payment of only \$800.00 was made for October 2015 and no rent payments thereafter;
- Several text message exchanges between the landlord and the tenant;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 13, 2016 with a stated effective vacancy date of January 23, 2016, for \$5,600.00 in unpaid rent that was due on the 12<sup>th</sup> of October 2015, November 2015, December 2015 and January 2016;

- A Proof of Service of the 10 Day Notice indicating the landlord's agent personally served the 10 Day Notice to the tenant on January 13, 2016 in the presence of a witness; and,
- A Monetary Order worksheet indicating the outstanding rent is comprised of \$800.00 for October 2015 and \$1,600.00 for November 2015, December 2015, and January 2016 and that the entire amount of \$5,600.00 remains outstanding as of the date of filing.

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 tenants 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 the tenant was served with the 10 Day Notice in person on January 13, 2016. I accept the evidence before me that the tenant failed to pay the rent owed 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 January 23, 2016 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

Based upon the evidence before me, I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$5,600.00 for the months of October 2015 through January 2016. 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 \$5,600.00 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: January 29, 2016

---

Residential Tenancy Branch

