



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR

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. In addition the landlord sought a Monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceedings which declares that on October 24, 2016, the landlord posted on the door of the rental unit the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. Based on the documentation provided in accordance with sections 88 and 90 of the *Act*, I find that the tenant has been deemed served with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities documents on October 27, 2016.

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 a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated October 24, 2016, and posted on the door of the rental unit on October 24, 2016. This notice had a stated effective vacancy date of November 4, 2016 for \$1,425.00 in unpaid rent. The corrected effective date for this vacancy date is November 6, 2016.

- A copy of the Proof of Service of the Notice to End Tenancy served to the tenant;
- A copy of a residential tenancy agreement which was signed by the landlord on August 1, 2016, and the tenant on August 1, 2016, indicating a monthly rent of \$1150, due on the first day of the month for a tenancy commencing on August 1, 2016; and
- A Direct Request Worksheet showing the rent owing and paid during this tenancy;

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was posted on the door on October 24, 2016. 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 section 88 of the *Act*, I find that the tenant was duly served with the 10 Day Notice on October 27, 2016.

I find that the tenant was obligated to pay the monthly rent in the amount of \$1,150.00 as per the tenancy agreement, in addition to the unpaid partial rent of \$175.00 for August 2016 and \$100.00 for September 2016.

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

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 corrected effective date of the 10 Day Notice, November 6, 2016.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary Order in the amount of \$1,425.00, the amount claimed by the landlord, for unpaid rent owing for August, September 2016 and October 2016.

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 \$1,425.00 for rent owed as of October 2016. 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: November 14, 2016

Residential Tenancy Branch