



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR; MNR

Introduction

This matter proceeded by way of 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 and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 14, 2017, the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail. A copy of the registered mail receipt was provided in evidence.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days after mailing the document.

Based on the written submissions of the Landlord, I find that the Tenant has been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent and to a Monetary Order for unpaid rent, pursuant to Sections 46, 55 and 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 Proceeding for the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on September 1, 2012, indicating a monthly rent of \$775.00 due on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 21, 2017, for \$600.00 in unpaid rent that was due on December 1, 2012 and \$600.00 in unpaid rent that was due on January 1, 2017; and
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent.

Documentary evidence filed by the Landlord indicates that the Tenant had failed to pay all rent owed and was served with the 10 Day Notice to End Tenancy for Unpaid Rent by personal

delivery on January 21, 2017, at 3:00 p.m. This proof of service document is signed by the Tenant.

The Notice states that the Tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution. The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

The Direct Request Worksheet and supporting documentation indicates that the Tenant has not paid any of the outstanding rent, and that \$1,200.00 remains outstanding.

Analysis

I have reviewed all documentary evidence and accept that the Tenant has been served with Notice to End Tenancy as declared by the Landlord. I accept the evidence before me that the Tenant has failed to pay all the rent owed in full within the 5 days granted under Section 46 (4) of the Act.

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. In this case, I find that the effective date of the Notice is January 31, 2017. Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I also provide the Landlord with a Monetary Order pursuant to Section 67 of the Act in the amount of **\$1,200.00** comprised of rent owed to the Landlord. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) 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: February 21, 2017

Residential Tenancy Branch