



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FFL

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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 13, 2018, the landlord personally served the Notice of Direct Request Proceeding to the tenant. The landlord had a witness signed the Proof of Service. Based on the written submission of the landlord and in accordance with section 89, I find that the tenant has been duly served with the Direct Request Proceeding documents on March 13, 2018, the day it was personally served to them.

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*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenant on October 1, 2015, indicating a monthly rent of \$1,100.00, due on the first day of the month for a tenancy commencing October 1, 2015;
- A copy of a Direct Request Worksheet showing rent owed for January 2018 in the amount of \$1100.00, with no rent owing for February and March 2018;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) signed February 23, 2018, with a stated effective vacancy date of March 9, 2018, for \$1100.00 in unpaid rent;
- A copy of a Proof of Service for the 10 Day Notice, indicating service on February 23, 2018 by affixing the notice to the tenant's front door. The Proof of Service was signed by a witness; and
- A copy of a Proof of Service Notice of Direct Request Proceeding, indicating service by hand delivery on March 13, 2018 and signed by a witness.

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 by posting the notice on the door on February 23, 2018, with service deemed three days later, on February 26, 2018 as per section 90 of the *Act*.

I find that the tenant was obligated to pay the rent owing for January 2018 in the amount of \$1,100.00. While the landlord has indicated payment of rent in full for February and March 2018 on the Direct Request Worksheet, the evidence shows an amount of \$1,100.00 owed for January 2018.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the five days granted under section 46 (4) of the *Act* and did not dispute the 10 Day Notice within that five 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, March 8, 2018.

Therefore, I find that the landlord is entitled to an Order of Possession for unpaid rent owing for January 2018 as of March 13, 2018. As the landlord was successful in their

application, I find that the landlord is entitled to recover the filing fee paid for this application.

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 sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1100.00 for rent owed for January 2018 and \$100 for the recovery of the filing fee for this application. 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: March 26, 2018

Residential Tenancy Branch