



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOK'S INVESTMENTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, OPRM-DR

### 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 award for unpaid rent.

The landlord submitted copies of a signed Proof of Service Notice of Direct Request Proceeding document, as well as a registered mail receipt showing service to the tenant on March 23, 2018. 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 March 28, 2018, the fifth day after being sent by registered mail.

### 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 tenant on August 15, 2014, indicating a monthly rent of \$800.00, due on the first day of the month, for a tenancy commencing August 15, 2014;

- A copy of a Notice of Rent Increase form dated May 20, 2017, indicating a rent increase of \$25.00 for a new monthly rent of \$825.00 to commence on September 1, 2017;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) signed March 7, 2018 with a stated vacancy date of March 20, 2018 for \$1,237.50 in unpaid rent;
- A copy of a Proof of Service for the 10 Day Notice indicating service by posting on the door of the rental until on March 7, 2018 and signed by a witness;
- A copy of a Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy;
- A copy of a Rental Arrears form indicating the same rent owing and payments made as the calculations on the Direct Request Worksheet; and
- A copy of a Proof of Service Notice of Direct Request Proceeding form, indicating service to the tenant by registered mail on March 23, 2018, along with a copy of the registered mail receipt.

### 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 on the door of the rental unit on March 7, 2018, with service deemed three days later on March 10, 2018 with the correct end of tenancy date of March 20, 2018.

I find that the tenant was obligated to pay rent in full on the first of each month in the amount of \$800.00, until September 2017 when the rent increase took effect to the amount of \$825.00. Based on the evidence submitted, the landlord indicates late and/or partial payments beginning in August 2017 with a total owing in the amount of \$1,237.50. 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 effective date of the 10 Day Notice, March 20, 2018.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary award in the amount of \$1,237.50, for unpaid rent owing for the period between August 2017 and March 2018 as of March 22, 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 \$1,237.50 for rent owed and \$100.00 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: April 04, 2018

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Residential Tenancy Branch