



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PCI HASTINGS PROJECT CORP&SUN HASTING PROP.
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR, 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 a Monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 7, 2019, the landlord personally served the tenant the Notice of Direct Request Proceeding. The landlord had the tenant sign the Proof of Service of the Notice of Direct Request Proceeding to confirm personal service. Based on the written submission of the landlord and in accordance with section 89 of the *Act*, I find that the tenant has been duly served with the Direct Request Proceeding documents on September 7, 2019.

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 relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenant on February 28, 2019, indicating a monthly rent of \$2,350.00, due on the first day of each month for a tenancy commencing on April 1, 2019;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the July 10 Day Notice) dated July 5, 2019, for \$2,350.00 in unpaid rent. The July 10 Day Notice provides 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 on the stated effective vacancy date of July 15, 2019;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the July 10 Day Notice was posted to the tenant's door at 6:00 pm on July 5, 2019;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the August 10 Day Notice) dated August 22, 2019, for \$2,350.00 in unpaid rent. The August 10 Day Notice provides 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 on the stated effective vacancy date of September 1, 2019;
- A copy of a Proof of Service Notice to End Tenancy form which was signed by the tenant and indicates that the August 10 Day Notice was personally served to the tenant at 12:30 pm on August 22, 2019; and
- A Direct Request Worksheet and ledger showing the rent owing and paid during the relevant portion of this tenancy.

Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the July 10 Day Notice on July 8, 2019, three days after its posting. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the August 10 Day Notice on August 22, 2019.

I find that the tenant was obligated to pay the monthly rent in the amount of \$2,350.00, as per the tenancy agreement.

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 either of the 10 Day Notices within their respective five day periods.

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 August 10 Day Notice, September 1, 2019.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary award in the amount of \$4,700.00, the amount claimed by the landlord for unpaid rent

owing for July 2019 and August 2019, as of the date of this application, August 29, 2019.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 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 \$4,800.00 for rent owed for July 2019 and August 2019 and 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: September 10, 2019

Residential Tenancy Branch