



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 (the “Application”) by the Landlord for an Order of Possession based on unpaid rent and a Monetary Order.

The Landlord submitted a signed and witnessed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 1, 2020, at 12:18 PM the Landlord served the Tenant the Notice of Direct Request Proceeding in person. Based on the written submissions of the Landlord and in accordance with section 89 of the *Act*, I find that the Tenant was personally served with the Direct Request Proceeding documents on February 1, 2020.

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

I have reviewed all written submissions and evidence before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement (the Tenancy Agreement) which was signed by the Landlord and the Tenant on February 25, 2019, indicating rent in the amount of \$1,350.00, due on the first day of each month, for a tenancy commencing on March 1, 2019;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated January 3, 2020, for \$2,000.00 in unpaid rent. The 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 January 12, 2020;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was personally served on the Tenant at 11:00 AM on January 3, 2020; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portions of this tenancy.

Analysis

I have reviewed all documentary evidence and accept that in accordance with sections 88 and 90 of the *Act*, the Tenant was personally served with the 10 Day Notice on January 3, 2020.

I find that the Tenant was obligated to pay the monthly rent in the amount of \$1,350.00, on or before the first day of each month as per the tenancy agreement. I accept the evidence before me that the Tenant has failed to either pay the rent owed in full or dispute the 10 Day Notice by making an application for dispute resolution 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) and 53(2) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, January 13, 2020, and the Landlord is therefore entitled to an Order of Possession. As the corrected effective date of the 10 Day Notice has passed, the Order of Possession will be effective two days after service on the Tenant.

Based on the above, and pursuant to section 67 of the *Act*, I find that the Landlord is entitled to \$2,000.00 in unpaid rent owing for December 2019 and January 2020. As the Landlord was successful in their Application, I also find that the Landlord is entitled to

\$100.00 for recovery of the filing fee pursuant to section 72 of the *Act*. the Landlord is therefore entitled to a Monetary Order in the amount of \$2,100.00; \$2,000.00 for unpaid rent and \$100.00 for recovery of the filing fee.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. 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 Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to sections 67 and 72 of the *Act*, I find that the Landlord is entitled to a Monetary Order in the amount of \$2,100.00. 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, it 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: February 4, 2020

Residential Tenancy Branch