



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, 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 filed by the Landlord for an order of possession and a monetary order for unpaid rent and to recover the filing fee.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding documents which declares that they served the Tenant with a Notice of Dispute Resolution Proceeding and supporting documents by registered mail on May 6, 2021. Service in this manner was supported by Canada Post registered mail receipts. Pursuant to sections 89 and 90 of the *Act*, I find these documents are deemed to have been received by the Tenant on May 11, 2021, five days after they were mailed.

Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?
2. Is the Landlord entitled to a monetary order for unpaid rent pursuant to sections 46 and 67 of the *Act*?
3. Is the Landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

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

The Landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on October 14, 2014, indicating a monthly economic rent in the amount of \$941.00 due on the first day of each month, for a tenancy commencing on November 1, 2014;
- A copy of a letter to the Tenant dated March 14, 2020 confirming the Tenant's rent contribution from March 1, 2020 to February 28, 2021 was \$595.00 per month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 11, 2021 for \$1,425.00 in unpaid rent (the "10 Day Notice"). 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 March 31, 2021;
- A copy of a signed Proof of Service Notice to End Tenancy which indicates that the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant's door on March 11, 2021, which service was witnessed by R.M.; and
- A copy of a Direct Request Worksheet showing the rent owing during the relevant period.

Analysis

I have reviewed all documentary evidence and I find that the Tenant's rent is subsidized. Further, I find that the Tenant's rent contribution was \$595.00 per month to February 28, 2021.

However, the Landlord's application states:

A rent review was due on March 1, 2021 but we have not received all the required income information to complete the review & calculate the new monthly rent. We estimate that his new amount will be \$830.00 based on pieces of info. that have been submitted.

[Reproduced as written.]

As a result, I find the Landlord has demonstrated an entitlement to a monetary award in the amount of \$595.00 for unpaid rent to February 28, 2021. As the Landlord's claim for March 2021 rent was based on an estimate, I find I am unable to confirm the amount of rent due as of March 1, 2021. However, the Landlord is granted leave to reapply for any unpaid rent due after February 28, 2021, or for other losses.

With respect to the Landlord's request for an order of possession, I find that the Tenant is deemed to have received the 10 Day Notice on March 14, 2021, three days after it was attached to the Tenant's door.

I accept the evidence before me that the Tenant failed to pay the rent owed in full within the five days after receipt of the 10 Day Notice 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 sections 46(5) and 53(2) of the *Act* to have accepted that the tenancy ended on March 24, 2021, the corrected effective date of the 10 Day Notice.

Therefore, I find the Landlord is entitled to an order of possession which will be effective two days after it is served on the Tenant.

Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application.

Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession may be filed and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$695.00 for unpaid rent to February 28, 2021 and in recovery of the filing fee. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 19, 2021

Residential Tenancy Branch