



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, OPR-DR-PP, 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 declare that they served the Tenant with a Notice of Dispute Resolution Proceeding and supporting documents in person on May 20, 2021, which service was witnessed by W.L. Canada Post registered mail receipts were also submitted in support of service. Pursuant to sections 89 and 90 of the *Act*, I find these documents are deemed to have been received by the Tenant on May 25, 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, indicating a monthly subsidized rent in the amount of “30% of the tenant’s and occupant’s gross monthly household income or such other percentage as shall be determined” due on or before the first calendar day of each month, for a tenancy commencing on June 1, 2016;
- A copy of a Tenant Rent Report dated May 5, 2021 confirming a monthly rent rate of \$619.00 for the period from February 1, 2020 to January 31, 2021;
- A copy of a Tenant Rent Report dated May 5, 2021 confirming a monthly rent rate of \$619.00 for the period from February 1, 2021 to January 31, 2022;
- A copy of correspondence to the Tenant dated October 15, 2020 addressing the issue of unpaid rent and describing a rent repayment plan;
- A copy of a Rent Repayment Agreement dated November 18, 2020 confirming payment of a balance of \$4,446.00 at the rate of \$50.00 per month for 89 months commencing December 1, 2020;
- Copies of correspondence to the Tenant regarding payment of costs attributed to the Tenant;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 12, 2021 for \$7,427.00 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 April 23, 2021;
- A copy of signed Proof of Service Notice to End Tenancy documents which indicate that the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant’s door on April 13, 2021, which service was witnessed by W.L.; and
- A copy of a Direct Request Worksheet showing the rent owing and paid from December 1, 2019 to April 1, 2019 confirming a total rent due in the amount of \$7,427.00.

Analysis

I have reviewed all documentary evidence and I find that at all material times the Tenant was obligated to pay monthly rent in the amount of \$619.00.

In accordance with sections 88 and 90 of the *Act*, I find that the Tenant is deemed to have received the 10 Day Notice on April 16, 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 April 26, 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.

I also find the Landlord has demonstrated an entitlement to a monetary award in the amount of \$7,427.00 for unpaid rent to April 30, 2021. Claims under the Direct Request process are limited to unpaid rent as indicated on the 10 Day Notice. The Landlord remains at liberty to reapply for a monetary order for any additional unpaid rent or other losses.

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 \$7,527.00 for unpaid rent 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 27, 2021

Residential Tenancy Branch