



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-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 Notice of Direct Request Proceeding which declares that on July 14, 2021, the landlord personally served the tenant the Notice of Dispute Resolution Proceeding - Direct Request. The landlord had a witness sign the Proof of Service Notice of Direct Request Proceeding to confirm personal service.

Based on the written submissions of the landlord and in accordance with section 89 of the *Act*, I find that the Direct Request Proceeding documents were duly served to the tenant on July 14, 2021.

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 names landlords who are not the applicants and was signed by the tenant on March 13, 2020, indicating a monthly

rent of \$1,400.00, due on the first day of each month for a tenancy commencing on March 13, 2020

- A copy of document showing the change of property management from the landlords named on the tenancy agreement to the landlord named on the Application for Dispute Resolution
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the May 10 Day Notice) dated June 2, 2021, for \$1,400.00 in unpaid rent that was due May 1, 2021. The May 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 June 17, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the June 10 Day Notice) dated June 2, 2021, for \$1,400.00 in unpaid rent that was due June 1, 2021. The June 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 June 17, 2021
- A copy of two Proof of Service Notice to End Tenancy forms which indicate that the 10 Day Notices were sent to the tenant by registered mail at 11:50 am on June 2, 2021
- A copy of two Canada Post Customer Receipts containing the tracking numbers to confirm the 10 Day Notices were sent to the tenant on June 2, 2021
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy

Analysis

I have reviewed all documentary evidence and I find that the tenant was obligated to pay the monthly rent in the amount of \$1,400.00, as per the tenancy agreement.

In accordance with sections 88 and 90 of the *Act*, I find that the 10 Day Notices were served on June 2, 2021 and are deemed to have been received by the tenant on June 7, 2021, five days after their registered mailings.

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 Notices, June 17, 2021.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary award in the amount of \$2,800.00, the amount claimed by the landlord for unpaid rent owing for May 2021 and June 2021, as of the date of this application, June 17, 2021.

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 \$2,900.00 for rent owed for May 2021 and June 2021 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: July 15, 2021

Residential Tenancy Branch