



# Dispute Resolution Services

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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 filed by the Landlord for an order of possession and a monetary order for unpaid rent and to recover the filing fee.

The Landlord's name that appears in the application does not match the landlord's name that appears in the tenancy agreement. However, the Landlord submitted a copy of a Buyer Statement of Adjustments showing the Landlord as the buyer of the rental property and the landlord named in the tenancy agreement as the seller of the rental property. The document indicated a possession date of January 29, 2021. Therefore, I find it is more likely than not that the Landlord is the owner of the rental property who permits occupation of the rental unit under a tenancy agreement and exercises powers and performs duties under the Act and the tenancy agreement. Therefore, I find the Landlord named in the application is a landlord as defined under section 1 of the Act and is entitled to bring this application for relief.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that the Tenant was served with a Notice of Dispute Resolution Proceeding by registered mail on March 17, 2022. Canada Post registered mail receipts showing the date and time of purchase and including the tracking number were submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on March 22, 2022, five days after they were sent by registered mail.

### 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 recover the filing fee pursuant to section 72 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 signed by the parties on June 1, 2020, indicating a monthly rent in the amount of \$2,600.00 due on the first day of each month, for a tenancy commencing on June 1, 2020;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 17, 2022, for \$9,200.00 in unpaid rent and \$223.85 in unpaid utilities (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 February 28, 2022;
- A copy of a Proof of Service Notice to End Tenancy document which indicates that the 10 Day Notice was served on the Tenant by registered mail on February 17, 2022, which service was supported by copies of Canada Post registered mail receipts showing the date and time of purchase and including tracking information;
- A copy of a Direct Request Worksheet showing the rent due and paid during the relevant period; and
- A copy of a hand-written note to the Landlord which indicates payment of \$4,500.00 and that \$4,700.00 would be forthcoming.

### Analysis

I have reviewed all documentary evidence and I find that the Tenant was obligated to pay monthly rent in the amount of \$2,600.00.

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 February 22, 2022, five days after it was sent by registered mail.

I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act.

I accept the evidence before me that the Tenant failed to pay the rent owed in full and did not dispute the 10 Day Notice within five days after receipt in accordance with section 46(4) of the Act.

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 March 4, 2022, the corrected effective date of the 10 Day Notice, and must vacate the rental unit.

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 \$4,700.00 for unpaid rent to February 28, 2022 (\$9,200.00 - \$4,500.00 = \$4,700.00). Claims under the Direct Request process are limited to the period indicated in the 10 Day Notice. The Landlord remains at liberty to reapply for a monetary order for any additional unpaid rent or other losses, including unpaid rent and utilities.

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 in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$4,800.00 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: April 6, 2022

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Residential Tenancy Branch