



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Fireside Property Group Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), and deals with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 18, 2013, the Landlord served the Tenant personally with Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find that the Tenant has been duly served with the Direct Request Proceeding Documents.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding;
- A copy of a residential tenancy agreement which was signed by the Parties on November 1, 2011, indicating a tenancy start date of November 1, 2011 and a monthly rent of \$600.00 due on the first day of the month;

- A copy of a ledger indicating that from June 1 to August 1, 2013 inclusive, the Tenant failed to pay the amount of 1,080.00, this amount being calculated based on a rental rate of \$610.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 2, 2013 with a stated effective vacancy date of August 12, 2012, automatically corrected to August 15, 2013 due to the method of service, for \$1,080.00 in unpaid rent; and
- A copy of the Proof of Service of the Notice to End Tenancy showing that the Landlord served the Notice to End tenancy to the Tenant on August 2, 2013 by posting the Notice on the Tenant's door.

The Notice states that the Tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end from the service date. The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

#### Analysis

I have reviewed all documentary evidence and accept that the Tenant has been served with the notice to end tenancy as declared by the Landlord, has failed to pay rent owed in full within the 5 days granted under section 46 (4) of the *Act* and has not made an application to dispute the notice to end tenancy.

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 Notice. Therefore, I find that the Landlord is entitled to an Order of Possession;

Given the lack of evidence of a rent increase and considering the tenancy agreement that sets monthly rental amount at \$600.00, I find that the Landlord is entitled to **\$1,050.00** in unpaid rent for June, July and August 2013 calculated at a rental rate of \$600.00 per month.

Conclusion

I **grant** an Order of Possession to the Landlord effective **two days after service** on the Tenant. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the Landlord an order under Section 67 of the Act for the amount of **\$1,050.00**. If necessary, this order may be filed in the Small Claims 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: August 29, 2013

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Residential Tenancy Branch

