

DECISION

Dispute Codes CNR, DRI

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a 10 day Notice to End Tenancy for unpaid rent, and dispute an additional rent increase.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the 10 day Notice to End Tenancy valid or should it be cancelled?

Is the Notice of Rent Increase valid for July of 2010?

Background and Evidence

The Agent for the Landlord testified that on November 20, 2009, she personally posted on the door of the rental unit a Notice of Rent Increase, which was to be effective on March 1, 2010, and which indicates an increase of rent of \$21.67 per month.

On March 2, 2010, the Tenant paid the rent for the rental unit, however, he did not include the rent increase pursuant to the rent increase Notice.

The Landlord entered into evidence a ledger record showing the Tenant, as well as other residents of the property, received the Notice of Rent Increase on November 20, 2009, by posting on the doors of the respective rental units.

The Landlord entered into evidence other documents indicating the Tenant has a history of disputes with the Landlord. For example, in January of last year the Tenant was upset with a 10 day Notice to End Tenancy for unpaid January 2009 rent, tore it up and threw it at an Agent for the Landlord.

In March of 2010, when the Tenant denied receiving the November 2009 Notice of Rent Increase, the Landlord issued the Tenant a new Notice of Rent Increase to be effective in July of 2010, out of an abundance of caution. This was sent via registered mail, although the Agent for the Landlord testified that the Tenant had not picked up the registered mail at the post office.

The Landlord issued the 10 day Notice to End Tenancy for unpaid March 2010 rent on March 17, 2010, and this was also posted on the door.

The Tenant filed this Application to dispute the 10 day Notice to End Tenancy on March 18, 2010. The effective date of this Notice was March 30, 2010.

The Tenant testified that he did not pay the increased rent on March 1, 2010, because he did not receive the Notice of Rent Increase in November of 2009. He testified someone must have removed it from the door of the rental unit. In his documentary evidence he alleges the Landlord is corrupt and denies receiving the November 2009, Notice of Rent Increase. He requests a rent reduction of \$100.00 per month "because of the Landlord's corruption".

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the 10 day Notice to End Tenancy for unpaid rent is valid and should not be cancelled. **Therefore, the Tenant's Application for Dispute Resolution is dismissed.**

I accept the evidence of the Landlord that the Notice of Rent Increase was posted to the Tenant's door on November 20, 2009. Under the Act when a Notice is posted to the door of the rental unit it is deemed served three days later.

The Tenant had insufficient evidence to prove the Agent for the Landlord had not posted the Notice on the door of the subject rental unit. Based on the demeanour, evidence and testimony of the Tenant during the hearing, compared with the demeanour, evidence and testimony of the Agent for the Landlord, I prefer the evidence of the Agent over that of the Tenant, and accept he was duly served with the Notice of Rent Increase under the Act. As the Tenant failed to pay all the rent when due on March 1, 2010, the Landlord was entitled to issue the Notice to End Tenancy, and I find the Notice to End to be valid and enforceable.

Following my dismissal of the Tenant's Application, the Agent for the Landlord made an oral request for an order of possession. Under section 55 of the Act, I must grant that request.

Therefore, I grant the Landlord an order of possession **effective two days following service** on the Tenant. This order is enforceable in the Supreme Court of British Columbia. I also note the Tenant is aware of this order, as it was made during the hearing while he was there.

As the tenancy is ending, there is no need to address the second issue regarding the Increase of Rent Notice for July of 2010, and I dismiss this issue as well.

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 16, 2010.

Dispute Resolution Officer