



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CHARTWELL CONSTRUCTION LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the “Act”) in response to a Landlord’s application 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 which declares that on April 10, 2014 the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Notice of Direct Request Proceeding in accordance with Section 89(1) (a) of the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent?  
Has the Landlord established a monetary claim against the Tenant for unpaid rent?

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a tenancy agreement signed by the Tenant and Landlord on June 3, 2011 for a tenancy commencing on July 1, 2011. The monthly rent at the start of the tenancy was \$1,247.00 payable by the Tenant in advance on or before the last day of each month;
- A Notice of Rent Increase, dated March 22, 2012 showing the rent at the time was \$1,247.00 and was being increased by \$52.00 to \$1,299.00 payable by the Tenant starting in July, 2012.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on April 1, 2014 with an effective vacancy date of April 11, 2014

due to \$1,299.00 in unpaid rent due on March 31, 2014 (both pages of the 2 page approved form were provided);

- A copy of the Proof of Service of the Notice stating the Landlord served the Notice to the Tenant on April 1, 2014 by attaching it to the Tenant's door; and
- The Landlord's Application for Dispute Resolution which was made on April 10, 2014 claiming \$1,299.00 in outstanding rent for April, 2014.

### Analysis

I have reviewed the documentary evidence and accept that the Landlord served the Tenant with a Notice that complied with the Act, by attaching it to the Tenant's door with a witness on April 1, 2014. The Act states that documents served this way are deemed to have been received three days after being attached. Therefore, I find that the Tenant was deemed served the Notice on April 3, 2014 and the effective date of vacancy on the Notice is automatically corrected to April 14, 2014 pursuant to section 53 of the Act.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay rent within the 5 days provided under Section 46(4) of the Act. Therefore, 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 and the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective at **1:00 pm on April 14, 2014**. This order may then be filed and enforced in the Supreme Court as an order of that court.

I also grant a Monetary Order in the amount of **\$1,299.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenant and may then be enforced in the Provincial Court (Small Claims) 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: April 11, 2014

