



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURES INC
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 July 18, 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 residential tenancy agreement signed by the Tenant on January 25, 2012 and the Landlord on January 20, 2012 for a tenancy commencing on February 1, 2012. The monthly rent at the start of the tenancy was \$1,050.00 payable by the Tenant on the 31st day of each month;
- A Notice of Rent Increase, dated December 1, 2013 showing the rent at the time was \$1,050.00 and was being increased by \$23.10 to \$1,073.10 payable by the Tenant starting on April 1, 2014.
- A copy of a two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on July 6, 2014 with an effective vacancy date of July 19, 2014 for \$1,073.10 in unpaid rent due on June 30, 2014 for July, 2014 rent;

- A copy of the Proof of Service of the Notice stating the Landlord served the Notice to the Tenant on July 6, 2014 by attaching it to the Tenant's door with a witness who also signed the document to verify this method of service; and
- The Landlord's Application for Dispute Resolution which was made on July 17, 2014 claiming \$1,073.10 in outstanding rent for July, 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 July 6, 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 July 9, 2014.

I accept the evidence before me that the Tenant has failed to dispute the Notice or pay July, 2014 rent within the five 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 vacancy 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 **two days after service on the Tenant**. 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 **\$1,073.10** 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: July 24, 2014

