



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMARGUE PROPERTIES 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 Proceeding which declares that on August 6, 2014 the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. The Tenant signed the document confirming receipt of the documents and as a result, I find that the Tenant was served the documents 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 Landlord and the Tenant on July 31, 2013 for a tenancy commencing on August 1, 2013. The agreement requires rent to be paid by the Tenant in the amount of \$800.00 on or before the first calendar day of each month;
- A copy of a two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on July 3, 2014 with a vacancy date of July 13, 2014 due to \$800.00 in unpaid rent due on July 1, 2014;
- A copy of the Proof of Service of the Notice stating the Landlord served the Notice to the Tenant on July 3, 2014. The Tenant signed the Proof of Service document acknowledging receipt of the Notice; and,

- The Landlord's Application for Dispute Resolution which was made on August 5, 2014 claiming \$800.00 for July, 2014 rent.

Analysis

I have reviewed the documentary evidence and based on the Tenant's own signed acknowledgment, I accept that the Tenant was personally served with the Notice, which complied with the Act, on July 3, 2014.

I accept the written evidence before me that the Tenant has failed to dispute the Notice or pay the rent owed on the Notice 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. Therefore, 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 **2 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 further grant a Monetary Order in the amount of **\$800.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenant and may then be 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 14, 2014

Residential Tenancy Branch

