



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KAMLOOPS & DISTRICT ELIZABETH FRY SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlords applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 26, 2014 the landlord served the Notice of Direct Request Proceeding and supporting documents upon the tenant by taping the documents to the door of the rental unit in the presence of a witness. Section 90 of the Act deems a person to have received documents three days after posting.

Section 89 of the Act provides that posting an Application for Dispute Resolution upon the door of a rental unit is sufficient for purposes of requesting an Order of Possession. However, this method of service is not sufficient for purposes of requesting a Monetary Order. Therefore, I proceed to consider whether the landlord is entitled to an Order of Possession and I dismiss the landlord's request for a Monetary Order with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The landlords submitted copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the parties on April 22, 2014, indicating a monthly rent of \$257.00 due on the 1st day of every month;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 19, 2014 with a stated effective vacancy date of August 29, 2014, for \$257.00 in unpaid rent as of August 1, 2014;

- A Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice to the tenant on August 19, 2014 in the presence of a witness; and,
- A Monetary Order worksheet indicating the entire amount of rent for August 2014 in the amount of \$257.00 remains outstanding as of the date of filing.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant 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 I accept that the tenant was served with the 10 Day Notice on August 19, 2014, as declared by the landlord.

I also accept the evidence before me that the tenant failed to pay the rent owed in full or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy would end on the effective date of the Notice. Therefore, I find that the tenancy ended August 29, 2014 and the landlord are entitled to an Order of Possession effective two (2) days after service upon the tenant.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord's monetary claim has been dismissed with leave to reapply.

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: September 09, 2014

Residential Tenancy Branch

