



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord 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 and registered mail receipt, including tracking number, indicating the landlord sent the Notice of Direct Request Proceeding and supporting documents to the tenant at the rental unit via register mail on October 23, 2014. Section 90 of the Act deems a person to have received documents five days after mailing.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

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

Background and Evidence

The landlord submitted copies of the following evidentiary material:

- A residential tenancy agreement which was signed by the parties on January 26, 2009, indicating a monthly rent of \$700.00 due on the 1st day of every month;
- A Notice of Rent Increase issued on January 27, 2010 to increase the rent to \$720.00 starting May 1, 2010;
- A Notice of Rent Increase issued on June 3, 2011 to increase the rent to \$735.00 starting October 1, 2011;
- A 10 Day Notice to End Tenancy for Unpaid Rent which was issued on October 15, 2014 with a stated effective vacancy date of October 25, 2014 for \$2,940.00 in unpaid rent as of October 1, 2014;

- A Proof of Service of the 10 Day Notice indicating the landlord personally served the tenant with the 10 Day Notice on October 15, 2014 as evidenced by his signature on the Proof of Service; and,
- A Monetary Order worksheet indicating the tenant failed to pay the monthly rent for July 2014 through August 2014 and that the entire amount of \$2,940.00 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 did 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 am satisfied the tenant was served with the 10 Day notice on October 15, 2014. I 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 October 25, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenant.

Based upon the evidence before me, I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$2,940.00 for the months of July 2014 through October 2014. The landlord is provided a Monetary Order for this amount to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court. The security deposit remains in trust to be administered in accordance with the *Act*.

Conclusion

The tenancy has ended and the landlord has been provided an Order of Possession effective two (2) days after service upon the tenant. The landlord has been provided a Monetary Order in the amount of \$2,940.00 to serve upon the tenant.

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: November 12, 2014

Residential Tenancy Branch

