



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APT. RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OPR, MNR

### Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act*, S.B.C. 2002, c. 78 (the “Act”). The Landlord seeks an Order of Possession and a Monetary Order in the amount of \$1,075.00 for unpaid rent.

### Preliminary Finding

A discrepancy was noted while reviewing the evidence submitted by the Landlord. The signed Proof of Service of the Notice of Direct Request Proceeding indicates the Landlord served the Tenant with that document by registered mail on March 2, 2016. However, the filed Canada Post customer receipt confirmed these documents were sent to the Tenant on March 22, 2016 at approximately 12:14 p.m. I find the discrepancy was more likely than not a typographical error and that the Notice of Direct Request Proceeding was sent to the Tenant by registered mail on March 22, 2016.

In further support of this determination, I note the evidence confirms the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) was sent to the Tenant on March 4, 2016. Therefore, it seems unlikely the Landlord would have had the Notice of Direct Request Proceeding to serve on March 2, 2016.

Based on the written submissions of the Landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant was deemed to have been served with the Notice of Direct Request Proceeding on March 27, 2016.

### Issues to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent pursuant to section 46 and 55 of the *Act*?

Is the Landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

### Background and Evidence

The Landlord submitted the following evidence in support of the application:

1. A copy of the Notice of Direct Request Proceeding, dated March 21, 2016;
2. A copy of the Proof of Service of the Notice of Direct Request Proceeding;
3. A copy of the Application for Dispute Resolution by Direct Request, dated March 18, 2016;
4. A copy of the Direct Request Worksheet indicating unpaid rent of \$1,075.00;
5. A copy of the Residential Tenancy Agreement (the "Agreement"), signed by the Landlord and the Tenant on August 25, 2014, indicating a monthly rent of \$1,050.00, due on the first day of each month, commencing on September 1, 2014;
6. A copy of the 10 Day Notice, posted on the door of the Tenant's rental unit on March 4, 2016;
7. A copy of the Proof of Service of the 10 Day Notice by posting a copy on the door of the rental unit on March 4, 2016, with a stated effective vacancy date of March 14, 2016;
8. A copy of a hand-written letter from the Tenant to the Landlord, dated December 10, 2014; and
9. A copy of the Notice of Rent Increase – Residential Rental Unit, dated July 14, 2015.

### Analysis

I have reviewed the documentary evidence filed by the Landlord. The evidence confirms the parties entered into a residential tenancy agreement, effective September 1, 2014. Initial rent was established at \$1,050.00, payable of the first day of each month. A Notice of Rent Increase, signed by the Tenant and effective November 1, 2015, increased monthly rent to \$1,075.00.

I find the Tenant was obligated to pay monthly rent to the Landlord in the amount of \$1,075.00.

By operation of sections 88 and 90 of the *Act*, I find the tenant was deemed to be served with the 10 Day Notice on March 7, 2016, three days after a copy was attached to the door of the Tenant's residence. Thereafter, pursuant to section 46(4) of the *Act*, the Tenant had five days to pay the rent in full or apply for Dispute Resolution. The Tenant has done neither.

Pursuant to sections 46(5) and 53 of the *Act*, I have determined the Tenant is conclusively presumed to have accepted that the tenancy ended on March 17, 2016. Therefore, I find that the Landlord is entitled to an Order of Possession and a Monetary Order in the amount of \$1,075.00.

### Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the Landlord. The Order will be effective two days after service of the Order on the Tenant. Should the Tenant fail to comply with the Order, it may be filed in and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I find that the Landlord is entitled to a Monetary Order in the amount of \$1,075.00 for rent owed for March 2016. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: March 29, 2016

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Residential Tenancy Branch