



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR, MNRL, FFL

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the “*Act*”), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent and a monetary award for unpaid rent.

The Landlord submitted a copy of a signed Proof of Service Notice of Direct Request Proceeding document, indicating service by hand delivery on March 22, 2018 and signed by a witness. In accordance with section 89 of the *Act*, I find that the Tenant has been served with the Direct Request Proceeding documents on March 22, 2018, the same day as they were delivered in person.

### Issue(s) to be Decided

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

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

Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

- A copy of a residential tenancy agreement which was signed April 27, 2017, indicating a monthly rent of \$2,000.00 due on the first of the month, for a tenancy commencing May 1, 2017;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) signed March 9, 2018 with a stated vacancy date of March 21, 2018 for \$2,050.00 in unpaid rent;
- A copy of a Proof of Service for the 10 Day Notice indicating service on March 9, 2018 by attaching the notice to the door of the rental unit and signed by a witness;
- A copy of a Direct Request Worksheet indicating rent of \$2,000.00 due for March 2018; and
- A copy of Proof of Service Notice of Direct Request Proceeding documents, indicating service to the Tenant on March 22, 2018 by hand delivery.

### Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the Tenant was served with the 10 Day Notice by attaching the notice to the door of the rental unit on March 9, 2018, with service deemed three days later, on March 12, 2018. This changes the tenancy end date to the corrected date of March 22, 2018, ten days after service has been deemed. This change has been made in accordance with section 53 of the *Act*.

I accept the evidence before me that the Tenant has failed to pay the rent owed for March 2018 in the amount of \$2,000.00. I also accept that the Tenant did not pay the rent owing within the five days granted under section 46 (4) of the *Act* and did not dispute the 10 Day Notice within that five day period.

Based on the foregoing, I find that the Tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, March 22, 2018.

Therefore, I find that the landlord is entitled to an Order of Possession and a monetary award in the amount of \$2,000.00, the amount claimed by the landlord, for unpaid rent owing for March 2018 as of March 21, 2018.

As the landlord was successful in their application, I find that the landlord is entitled to recover the filing fee paid for this application.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$2,000.00 for rent owed for March 2018 and \$100.00 for the recovery of the filing fee for this application. 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: April 03, 2018

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Residential Tenancy Branch