



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
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 for unpaid rent in the amount of \$720.00.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 12, 2014, the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the *Act* determines that a document served by registered mail is deemed to have been received five days later. I find that the Tenant received the Notice of Direct Request Proceeding on March 17, 2016.

Issue(s) 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 evidentiary material:

1. A copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on March 4, 2016, with a stated effective vacancy date of March 15, 2016, for \$720.00 in unpaid rent (the "10 Day Notice");
2. A copy of the Proof of Service of the Notice to End Tenancy, dated March 4, 2016;
3. A copy of the Residential Tenancy Agreement, signed by the parties on July 24, 2015, and effective August 1, 2015, indicating a monthly rent of \$720.00 due on the first day of each month;
4. A copy of the Landlord Application for Dispute Resolution, dated March 11, 2016; and
5. A copy of the Proof of Service of the Notice of Direct Proceeding, including a Canada Post receipt for registered mail dated

Analysis

I have reviewed the documentary evidence filed by the Landlord. The evidence confirms the parties entered into a Residential Tenancy Agreement on July 24, 2015, which was effective August 1, 2015. Rent was established at \$720.00 per month, payable of the first day of each month. I find the Tenant was obligated to pay monthly rent to the Landlord in the amount of \$720.00.

The Landlord has also submitted a copy of the Proof of Service of the 10 Day Notice, confirming the Tenant was served personally served with that document on March 4, 2016. 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) of the *Act*, I have determined the Tenant is conclusively presumed to have accepted that the tenancy ended on March 15, 2016, the date indicated on the 10 Day Notice by the Landlord.

In light of the above, I find that the Landlord is entitled to an Order of Possession and a Monetary Order in the amount of \$720.00.

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 \$720.00 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 *Act*.

Dated: March 30, 2016

Residential Tenancy Branch

