



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ABORIGINAL HOUSING SOCIETY OF PRINCE GEORGE
and [tenant name suppressed to protect privacy]

DECISION

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 Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 6, 2017, the landlord sent the tenant the Notice of Direct Request Proceeding by registered mail to the rental unit. The landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the Direct Request Proceeding documents on July 11, 2017, the fifth day after its registered mailing.

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*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenant;

- A copy of a residential tenancy agreement which was signed by the landlord whose company name at the time was Prince George Metis Housing Society and the tenant on December 21, 2011, indicating a monthly rent of \$299.00, due on the first day of the month for a tenancy commencing on January 1, 2012;
- A copy of a Certificate of Change of Name, Society Act, changing the name of the landlord from Prince George Metis Housing Society to Aboriginal Housing Society of Prince George dated November 16, 2015;
- A copy of Aboriginal Housing Society of Prince George – Declaration of Income form dated October 25, 2016 signed by both the landlord and tenant, showing the calculation of the new rent amount of \$419.95;
- A copy of a letter dated November 17, 2016 from the landlord to the tenant, RE: Rent Amount, confirming that the tenant's new rent amount is \$419.00 effective December 1, 2016;
- A Monetary Order Worksheet showing the rent owing and paid during the relevant portion of this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 6, 2017, and left in the mailbox or mail slot at the tenant's residence on June 6, 2017, with a stated effective vacancy date of June 16, 2017, for \$1,257.00 in unpaid rent.

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was left in the mailbox or mail slot at the tenant's residence at 3:30 (a.m. or p.m. not indicated) on June 6, 2017. The 10 Day Notice states that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end.

Analysis

I have reviewed all documentary evidence and in accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on June 9, 2017, three days after putting it in the mailbox or mail slot at the tenant's residence.

I find that the tenant was obligated to pay the monthly rent in the amount of \$419.00, as per the tenancy agreement, the Aboriginal Housing Society of Prince George – Declaration of Income, and the letter dated November 17, 2016 from the landlord to the tenant RE: Rent Amount.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within the 5 days granted under section 46(4) of the *Act* and did not dispute the 10 Day Notice within that 5 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, June 19, 2017.

Therefore, I find that the landlord is entitled to an Order of Possession and a Monetary Order in the amount of \$1,257.00, the amount claimed by the landlord, for unpaid rent owing for April 2017, May 2017 and June 2017, as of July 5, 2017.

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 section 67 of the *Act*, I find that the landlord is entitled to a Monetary Order in the amount of \$1,257.00 for rent owed for April 2017, May 2017 and June 2017. 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: July 12, 2017

Residential Tenancy Branch