



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, OPR, MNR, FF

### Introduction

This hearing dealt with cross applications. The landlord requested an Order of Possession for unpaid rent, a Monetary Order for unpaid rent, and recovery of the filing fee. The tenants applied to dispute a 10 Day Notice to End Tenancy. The female co-tenant appeared at the hearing and stated the male co-tenant has not lived in the rental unit since the beginning of September 2009. The landlord testified he personally served the male tenant with notification of the landlord's application in August 2009. The female co-tenant claimed to have no knowledge of the landlord's application made against her and the male co-tenant.

A landlord that makes an application for an Order of Possession may serve the tenant or an adult person residing with the tenant with the landlord's Application for Dispute Resolution. With respect to the landlord's request for an Order of Possession, I am satisfied the landlord sufficiently served the female tenant by way of serving the male co-tenant.

A landlord that seeks a Monetary Order against a tenant must serve the tenant and it is not sufficient to serve another adult with the landlord's Application for Dispute Resolution. Therefore, I find sufficient service of the landlord's request for monetary compensation upon the male co-tenant, but not the female co-tenant, and the enclosed Monetary Order is against the male co-tenant only.

### Issues(s) to be Decided

1. Is there a basis to cancel the Notice to End Tenancy?
2. Landlord's entitlement to an Order of Possession.
3. Landlord's entitlement to unpaid rent.
4. Filing fee.

### Background and Evidence

The tenant testified there is no written tenancy agreement but that monthly rent of \$1,200.00 was payable in two instalments of \$600.00 on the 5<sup>th</sup> and 20<sup>th</sup> of each month. The landlord claimed the male tenant had signed a tenancy agreement but did not

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produce the agreement as evidence for the hearing. The female tenant testified that the tenancy was with both co-tenants and the landlord had accepted rent from both co-tenants. The landlord did not dispute that an agreement had been reached whereas the tenants would pay rent on the 5<sup>th</sup> and 20<sup>th</sup> of the month. Both parties agreed that no security deposit had been paid by the tenants.

On August 2, 2009 the landlord issued a *10 Day Notice to End Tenancy for Unpaid Rent* (the Notice). The Notice indicated unpaid rent of \$1,200.00 as of July 1, 2009 and \$1,200.00 as of August 1, 2009. The tenant claimed they paid \$600.00 on July 5, 2009 and an agreement was reached with the landlord for the male tenant to work for the landlord in exchange for rent due July 20, 2009.

The landlord testified that \$500.00 was received July 5, 2009 but that it was for rent owing for June 2009. The landlord acknowledged that the male tenant was supposed to work for the landlord but the tenant did not complete the work.

The tenant acknowledged that no rent had been paid for August or September 2009. The parties agreed that the tenant could remain in possession of the rental unit until September 28, 2009.

## Analysis

The landlord is seeking to recover unpaid rent of \$2,400.00 for July and August 2009. I heard the tenant paid rent July 5, 2009 but I found the landlord did not sufficiently satisfy me that the payment was actually for rent arrears from June 2009. Therefore, I find the landlord has established an entitlement to unpaid rent for one-half of July 2009 rent and all of August 2009 rent in the total amount of \$1,800.00 (\$600.00 + \$1,200.00). I provide the landlord with a Monetary Order against the male co-tenant in the amount of \$1,850.00 including recovery of the filing fee. The landlord must serve the Monetary Order upon the male tenant and may enforce it by filing it in Provincial Court (Small Claims) as an Order of that court.

Although the Notice reflects rent owing as of the 1<sup>st</sup> of the month even though the agreement was for payment on the 5<sup>th</sup> and the 20<sup>th</sup>, I find rent was owed for July 20, 2009 when the Notice was issued and since the rent has not been paid, the landlord is entitled to an Order of Possession. Based on the mutual agreement reached between the parties to permit the female tenant to remain in the rental unit until September 28, 2009, I provide the landlord an Order of Possession effective September 28, 2009. The landlord must serve the Order of Possession upon the tenant and may enforce it by filing it in the Supreme Court of British Columbia.



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## Conclusion

The landlord is provided a Monetary Order in the amount of \$1,850.00 against the male co-tenant.

The landlord is provided an Order of Possession effective September 28, 2009.

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: September 22, 2009.

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Dispute Resolution Officer