



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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* (the "Act"), and dealt with an Application for Dispute Resolution by the landlords for an order of possession and a monetary order for unpaid rent.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 11, 2012, the landlords personally served the respondents with the Notice of Direct Request Proceeding.

Based on the written submissions of the landlords, I find that the respondents have been duly served with the Direct Request Proceeding documents.

### Issues to be Decided

Are the landlords entitled to an order of possession?  
Are the landlords entitled to a monetary order for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding;
- A copy of a residential tenancy agreement which was signed by the landlords and by the respondent E.G. on March 18, 2012, indicating that E.G. is obligated to pay \$800.00 in rent in advance on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") which the landlords served on the respondent E.G. on October 2, 2012 for \$400.00 in unpaid rent due in the month of October; and
- A copy of the Proof of Service of the Notice showing that the landlords personally served the Notice on E.G.

The Notice restates section 46(4) of the Act which provides that the respondents had five days to pay the rent in full or apply for Dispute Resolution. The respondents did not apply to dispute the Notice within five days from the date of service and the landlords alleged that the respondents did not pay the rental arrears. The landlords seek to recover unpaid rent for October as well as \$800.00 in loss of income for November.

### Analysis

As the tenancy agreement is signed only by the landlords and by the respondent E.G., I find that E.G. is the only tenant against whom the landlords may act. I find that the respondent R.G. is a mere occupant. Although the style of cause shows R.G. as a named respondent, I dismiss the claims as against her.

I find that E.G. received the Notice on October 2. I accept the landlords' undisputed evidence and I find that E.G. did not pay the rental arrears and did not apply to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlords an order of possession which must be served on E.G.. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court. I note that while the order does not name R.G., the order is effective to evict all who take occupation of the rental unit under E.G.

I accept the evidence before me that R.G. has failed to pay \$400.00 in rent for the month of November. I find that the landlords are entitled to recover the rental arrears and I grant the landlords a monetary order for \$400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. I dismiss with leave to reapply the claim for loss of income for the month of November as the claim is premature.

### Conclusion

I grant the landlords an order of possession and a monetary order for \$400.00. The claim for loss of income for November is dismissed with leave to reapply.

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: October 18, 2012

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Residential Tenancy Branch