



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 06, 2013 he personally served the female Respondent with the Notice of Direct Request Proceeding. The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 06, 2013 he personally served the male Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the parties have been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent?

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant
- A copy of a residential tenancy agreement, which names both Respondents and appears to be signed by only the male Tenant. The agreement declares that the tenancy began on November 04, 2011 and that the rent of \$750.00 per month is due by the first day of each month
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the Landlord and is dated March 06, 2013, which declares that the Tenants must

vacate the rental unit by March 16, 2013 unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice declares that the Tenants owe rent, in the amount of \$375.00, which was due on March 01, 2013.

- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which the Landlord stated that the Notice to End Tenancy was posted at the rental unit on March 06, 2013, in the presence of another individual, who also signed the Proof of Service.
- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which the Landlord stated that Notice to End Tenancy was posted at the rental unit on March 06, 2013, in the presence of another individual, who also signed the Proof of Service.

On the Application for Dispute Resolution, the Landlord indicates that the 10 Day Notice to End Tenancy was posted at the rental unit on March 06, 2013; that \$375.00 of the rent was not paid for March; and that \$375.00 of the rent was not paid for April. The Landlord is only seeking a monetary Order for \$375.00.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the male Tenant entered into a tenancy agreement that required him to pay monthly rent of \$750.00.

As the female Respondent has not signed the tenancy agreement that was submitted in evidence, I have insufficient evidence to conclude that she also entered into a tenancy agreement with the Landlord. As the Landlord has not established that he has a tenancy agreement with the female Respondent, I dismiss his application for an Order naming her.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant had not paid \$375.00 of the rent that was due for March of 2013 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant paid the outstanding rent since the Application for Dispute Resolution was filed and therefore I find that the Tenant owes rent in the amount of \$375.00. I have not awarded compensation for unpaid rent from April, as the Landlord has only applied for a monetary Order of \$375.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was posted at the rental unit on March 06, 2013.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant accepted that the tenancy ended ten days after the Tenant is deemed to have received a Notice that was posted on March 06, 2013.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the Landlord a monetary Order in the amount of \$375.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 11, 2013

Residential Tenancy Branch

