



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS. AGENCIES LIMITED  
and [tenant name suppressed to protect privacy]

## **DIRECT REQUEST DECISION**

Dispute Codes      OPR, MNR

### Introduction

The Hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rental arrears.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 18, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail, which under the Act is deemed to be received in five days.

Based on the written submissions of the landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

### Preliminary Matter

The Fact Sheet containing directions states that the following mandatory documentation must accompany the Application For Direct Request Proceeding: A copy of the 10 Day Notice to End Tenancy; Copy of the Tenancy Agreement signed by the parties named in the style of cause and Proof of Service of the 10 Day Notice to End Tenancy.

Submitted into evidence was a copy of the tenancy agreement showing rent set at \$1,325.00 per month and a security deposit in the amount of \$637.50. This tenancy agreement was signed by the tenant who is named in the style of cause.

However, in the landlord's Application for direct Request Proceeding, in addition to naming the tenant, the landlord also added, "*and other occupants*".

In this instance, I find that the tenancy agreement, was only signed by the tenant specifically named and only that individual was served with the Notice of Direct Request package.

As only one individual signed the tenancy agreement and only one individual was served, I find that the Direct Request Proceeding can only involve that individual. In any case, I find that a monetary order cannot be issued nor legally enforced against any person(s) identified as, "*other occupants*".

I therefore find that the request for a Monetary Order must only proceed against the tenant specifically named in the tenancy agreement and who was properly served.

#### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and a monetary Order for rental arrears pursuant to 55 and 67 of the *Residential Tenancy Act (the Act)*?

#### Proof of Service of 10 Day Notice to End Tenancy

The landlord submitted a copy of the Notice to End Tenancy for Unpaid Rent and a "Proof of Service" form stating that the Notice was served to the tenant by registered mail sent on June 13, 2013.

The purpose of serving documents under the *Act* is to notify the person of a failure to comply with the Act and of their rights in response. The landlord, seeking to end the tenancy has the burden of proving that the tenant was served with the Notice to End Tenancy and I find that the landlord has met this burden.

#### Analysis

The landlord submitted written testimony indicating that the tenant had fallen into arrears for June 2013 in the amount of \$1,325.00 and did not pay the arrears within 5 days to cancel the Notice.

Based on the evidence of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Given the above facts I find that the landlord is entitled to an Order of Possession.

Based on the evidence, I find the landlord is entitled to monetary compensation under section 67 in the amount of \$1,325.00 for unpaid rent.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the landlord a monetary order in the amount of \$1,325.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

**Conclusion**

The landlord is successful in the application and is granted an Order of Possession and a monetary order against one of the respondents.

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 30, 2013

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Residential Tenancy Branch

