



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. A Monetary Order for unpaid rent - Section 67.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on December 12, 2013 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on June 15, 2011 with a person other than the named Tenant who also lived in the unit. Rent of \$725.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$150.00 as a security deposit from the person who signed the tenancy agreement. The person on the tenancy agreement moved out of the unit on December 1, 2013 and the Tenant remained in the unit. Rent was owed by the person who signed the tenancy agreement and the Tenant did not pay any rent to the Landlord. On December 1, 2013 the Landlord personally served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”). The Tenant has not made an application for dispute resolution and has not moved out of the unit. The Landlord claims \$2,175.00.

### Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's evidence I find that the Tenant was given a Notice on December 1, 2013 and did not file an application to dispute the Notice. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. As the Tenant is not a tenant under the tenancy agreement, I dismiss the Landlord's claim for unpaid rent with leave to reapply against the person who signed the tenancy agreement.

### Conclusion

**I grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: January 08, 2014

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Residential Tenancy Branch

