



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Crossroads Enterprises Limited  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

### **Dispute Codes**

OPR, MNR

### **Introduction**

This matter was conducted 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 Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on March 22, 2014, at 1:30 p.m., the Landlord's agent served each of the Tenants with the Notice of Direct Request Proceeding at the rental unit.

Based on the Landlord's written submissions, I find that both of the Tenants have been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession and 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 Proceeding for each of the Tenants;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the Landlord and one of the Tenants on November 19, 2013, indicating a monthly rent of \$900.00 due on the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 6, 2014, with a stated effective vacancy date of March 19, 2014, for \$900.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord's agent served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenants' door on March 6, 2014, at 9:30 a.m. The Proof of Service document is signed by a witness.

The Tenants did not apply to dispute the Notice to End Tenancy within five days from the date of service.

### **Analysis**

I have reviewed all documentary evidence and accept that Notice to End Tenancy was posted to the door of the rental unit on March 6, 2014. Service in this manner is deemed to be effected 3 days after posting the document, in this case March 9, 2014.

I accept the evidence before me that the rent owed was not paid in full within the 5 days granted under Section 46 (4) of the *Act*.

Based on the foregoing, I find that the Tenants are conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on March 19, 2014.

Therefore, I find that the Landlord is entitled to an Order of Possession.

With respect to the Landlord's request for a Monetary Order, the copy of the tenancy agreement provided in evidence was not signed by both Tenants. In addition, it is not clear which Tenant signed the tenancy agreement. This does not necessarily mean that both Tenants named in the Application for Dispute Resolution were not "tenants" as defined by the *Act*, but there is insufficient documentary evidence to form a conclusion.

Therefore, I adjourn the Landlord's request for a monetary order to a participatory Hearing, where questions can be asked and answered with respect to the identity of the Tenant(s). **The Landlord will receive, under separate cover, three copies of a Notice of Reconvened Hearing. Within 3 days of receipt of the Notice of Reconvened Hearing, the Landlord must serve each Tenant with a copy of the Notice of Reconvened Hearing in accordance with the provisions of Section 89(1) of the Act.**

### **Conclusion**

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenants. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

The Landlord's request for a monetary order is adjourned to a participatory Hearing, to a date and time to be advised under separate cover. **Within 3 days of receipt of the Notice of Reconvened Hearing, the Landlord must serve each Tenant with the Notice of Reconvened Hearing in accordance with the provisions of Section 89(1) of the Act.**

This interim 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: March 31, 2014

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Residential Tenancy Branch

