



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sutton Group Property Management Division  
and [tenant name suppressed to protect privacy]

## **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 April 24, 2014 an agent for the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the Tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*?

### Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant.
- A copy of a residential tenancy agreement which names, and appears to be signed by, a person with the same surname as the Respondent and with the first name Cary. The agreement indicates that the tenancy began on March 01, 2013 and that the rent of \$725.00 is due by the first day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by an agent for the Landlord and is dated April 02, 2014. The Notice declares that the Tenant, who, which declares that a person with the same surname as the person named on the tenancy agreement and the first name Carey must vacate the rental unit by April 12, 2014, as he has failed to pay rent in the amount of \$325.00 that was due on April 01, 2014. The Notice declares

that the tenancy will end unless the Tenant pays 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.

- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that the Notice was posted on the door of the rental unit on April 02, 2014, in the presence of another person, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the door on April 02, 2014 and that rent of \$325.00 remains unpaid.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Respondent is the party who entered into a tenancy agreement for this rental unit. Although the tenancy agreement indicates the first name of this party is Cary and the Application for Dispute Resolution indicates his first name is Carey, I find it reasonable to conclude that this is an administrative error and that they are the same person. In reaching this conclusion I was influenced by the fact the person named on the tenancy agreement and the Application for Dispute Resolution has the same surname and apparently lives at this address.

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement that required him to pay \$725.00 in rent by the first day of each month and that the Tenant had not paid rent of \$325.00 that was due on April 01, 2014 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 \$325.00.

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 April 02, 2014.

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 he received, or is deemed to have received, the Notice that was posted on April 02, 2014. I therefore find that the Landlord is entitled to an Order of Possession.

### Conclusion

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

The Landlord has established a monetary claim, in the amount of \$325.00, for unpaid rent and I grant the Landlord a monetary Order in that amount. This Order may be served on the Tenants, 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: May 02, 2014

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Residential Tenancy Branch

