



# 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]

## **DECISION**

**Dispute Codes:** MNR

### **Introduction**

This matter was original scheduled by way of Direct Request proceeding pursuant to the provisions of Section 55(4) of the Act, for an Order of Possession and Monetary Order for unpaid rent. The Direct Request proceeding took place on March 31, 2014, and an Interim Decision was provided, granting an Order of Possession. The Interim Decision should be read in conjunction with this Decision.

The Landlord's request for a Monetary Order was adjourned to a participatory Hearing in order to determine which one of the Tenants signed the tenancy agreement and whether both Respondents are "tenants".

The Landlord's agent gave affirmed testimony at the Hearing. The Respondents did not sign into the Hearing, which remained open for 12 minutes.

The Landlord's agent testified that he served the Respondents with the Notice of Reconvened Hearing document at the rental unit on April 21, 2014.

Rule 10.1 of the Residential Tenancy Branch Rules of Procedure provides as follows:

**Commencement of Hearing** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the Respondents were duly served with notice of the reconvened Hearing, pursuant to the provisions of Section 89(1)(a) of the Act. The matter proceeded in the absence of the Respondents.

The Landlord's agent testified that the Respondent KL signed the tenancy agreement.

### **Preliminary Matter: Is the Respondent RG a tenant?**

The landlord's agent PL stated that KL signed the tenancy agreement and paid the security deposit, and after the agreement had been signed KL stated that her boyfriend RG would be a tenant, too. PL testified that he told KL that RG would have to fill out an application and sign the tenancy agreement, too. PL stated that RG did not fill out an application or sign the tenancy agreement. He stated that rent payments were made in cash or by direct deposit and that he was not certain whether RG made any rent payments to the Landlord.

I explained to PL that there was insufficient evidence that the Respondent RG was a tenant and not simply an occupant with no rights or responsibilities under the Act. Therefore the matter proceeded against the Tenant KL only and the Landlord's application against the Respondent RG was dismissed without leave to reapply.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent in the amount of \$900.00 for the month of March, 2014?

### **Background and Evidence**

Please refer to the Interim Decision dated March 31, 2014, for the background and evidence provided with respect to the Landlord's application for a Monetary Order for unpaid rent.

### **Analysis**

Based on the undisputed affirmed testimony of the Landlord's agent and the documentary evidence provided with the Landlord's Direct Request Application, I am satisfied that the Tenant KL was served with the 10 Day Notice to End Tenancy for Unpaid Rent on March 6, 2014, by posting the document to the Tenant's door. Section 90 of the Act deems service in this manner to be effective 3 days after posting, in this case on March 9, 2014.

I accept the Landlord's undisputed evidence that the Tenant KL did not pay the outstanding rent. Therefore, I find that the Landlord is entitled to a Monetary Order in the amount of **\$900.00**.

### **Conclusion**

The Landlord's application for a Monetary Order against the Respondent RG is **dismissed without leave to reapply**.

I hereby provide the Landlord with a Monetary Order in the amount of **\$900.00** against the Tenant KL. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 02, 2014

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Residential Tenancy Branch

