



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This 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 Landlords for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 21, 2014 at 6:10 p.m. the Landlords personally served each named Respondent with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlords, I find that each named Tenant was sufficiently served with the Direct Request hearing documents.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlords:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each named Tenant;
- A copy of the Landlord's Application for Direct Request and the Monetary Order Worksheet which indicates the Tenants made a payment of \$200.00 leaving a balance due for unpaid rent of \$850.00;
- A copy of a residential tenancy agreement which was signed by only one of the Landlords, D.C. and by both Tenants. The other named Landlord A.C. did not sign the tenancy agreement. The tenancy agreement was for a month to month

tenancy that began on December 1, 2013, for the monthly rent of \$1,000.00 plus \$50.00 for water/sewer/garberator utilities due on the 1st of each month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent and utilities which was issued on, August 15, 2014, with an effective vacancy date listed as August 25, 2014, due to \$1,050.00 in unpaid rent and utilities that was due on August 1, 2014.

Documentary evidence filed by the Landlords indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on August 15, 2014, when it was personally handed to C.G. when he attended the Landlord's residence to make a payment of \$200.00.

Analysis

I have reviewed all documentary evidence and note that Landlord A.C. did not sign the tenancy agreement; however, Landlord D.C. did sign the agreement. Therefore, as this application has been filed under the Direct Request process I find it can only proceed with the applicant D.C., who is a signatory to the tenancy agreement. Therefore, I amend the style of cause on the Orders to show only Landlord D.C., and dismiss the claims made by Landlord A.C.

I accept that the Tenants have been served with notice to end tenancy as declared by the Landlord. The notice was received by the Tenants on August 15, 2014, and the effective date of the notice is August 25, 2014, pursuant to section 46 of the *Act*. I accept the evidence before me that the Tenants have failed to pay the rent owed 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 the effective date of the Notice and I hereby grant the Landlord an Order of Possession.

The evidence supports that the Tenants have failed to pay rent in accordance with section 26 of the *Act* which stipulates that a tenant must pay rent when it is due under the tenancy agreement. As per the aforementioned I find the Landlord has met the burden of proof and I award her a Monetary Order for August unpaid rent of **\$850.00**.

Conclusion

The Landlord has been granted an Order of Possession effective **Two (2) Days after service upon the Tenants**. In the event that the Tenants do not comply with this Order

it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been awarded a Monetary Order in the amount of **\$850.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be 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: September 02, 2014

Residential Tenancy Branch

