



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DIRECT REQUEST 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 landlord for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding, which declares that on October 23, 2014 the landlord served each tenant with the Notice of Direct Request Proceeding by registered mail sent to the dispute address. Pursuant to section 90(a) of the Residential Tenancy Act the tenant service by mail is deemed to have been served on the fifth day after the documents were sent.

Based on the written submissions of the Landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent and a Monetary Order pursuant to sections 55, and 67 of the *Residential Tenancy Act*?

Preliminary Matter

The Fact Sheet containing directions and listing the requirements to apply for a resolution under this section, states that the following mandatory documentation must accompany the Application:

- Copy of the 10 Day Notice to End Tenancy;
- Copy of the Tenancy Agreement signed by the parties ; and
- Proof of Service of the 10 Day Notice to End Tenancy.

Submitted into evidence by the landlord was a copy of the tenancy agreement showing rent set at \$2,500.00 due on the 1st day of each month.

Although both the landlord's application and the tenancy agreement show two co-tenants named as renters, this tenancy agreement was only signed by one of the two co-tenants that are named in the style of cause. I find that the second co-tenant named as a respondent in the landlord's application had not signed the tenancy agreement.

In this instance, I find that the landlord complied with the requirements for a Direct Request proceeding by submitting a copy of the tenancy agreement. However, because the agreement was only signed by one of the two respondent co-tenants, I therefore find that the landlord's request for a Monetary Order must only proceed against the tenant who signed the tenancy agreement.

Background and Evidence

In addition to submitting a copy of the tenancy agreement, the landlord submitted the following evidentiary material:

- Proof of Service of the Notice of Direct Proceeding
- Copy of 10-Day Notice to End Tenancy for Unpaid Rent , issued on October 8, 2014 stating that the tenant owed \$2,500.00 in unpaid rent,
- Proof of service of the 10-Day Notice to End Tenancy for Unpaid Rent and
- A monetary worksheet that is incomplete.

The application filed by the landlord indicated that the amount of the claim for rental arrears is \$2,500.00. The Proof of Service form indicated that the Ten-Day Notice for Unpaid Rent was served to the tenant by posting it on the tenant's door on October 12, 2014. The Notice states that the tenants had five days to pay the \$2,500.00 in rent or to apply for Dispute Resolution.

Analysis

The evidence indicates that the tenant had fallen into arrears for rent in the amount of \$2,500.00 for October 2014. Given the above, I find that the landlord is entitled to total compensation for rental arrears for this amount.

With respect to the landlord's request for an Order of Possession, based on the landlord's evidence I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Given the above facts I find that the landlord is entitled to an Order of Possession.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the B.C. Supreme Court and enforced as an order of that Court.

I hereby grant the landlord a monetary order in the amount of \$2,500.00 against the co-tenant who signed the tenancy agreement. This order must be served on the tenant and may be enforced in Small Claims Court if unpaid.

Conclusion

The landlord is successful in the application and is granted an Order of Possession and a monetary order against the co-tenant who signed the tenancy agreement.

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: November 05, 2014

Residential Tenancy Branch

