



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

This matter proceeded by way of an *ex parte* 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 applicants for an Order of Possession based on unpaid rent and a Monetary Order.

The applicants submitted five signed Proofs of Service of the Notices of Direct Request Proceeding which declare that on December 20, 2018, the applicants sent each of the respondents the Notice of Direct Request Proceeding by registered mail. The applicants provided a copy of the Canada Post Customer Receipts containing the Tracking Numbers to confirm these mailings. Based on the written submissions of the applicants and in accordance with sections 89 and 90 of the *Act*, I find that the respondents are deemed to have been served with the Direct Request Proceeding documents on December 25, 2018, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the applicants entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Are the applicants entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Are the applicants entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

The applicants submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by Person B.D. as the landlord and Applicant A.L. as the tenant on January 11, 2018, indicating a monthly rent of \$2,400.00, due on the first day of each month for a tenancy commencing on January 15, 2018;
- A copy of a second residential tenancy agreement which was signed by Applicant A.L. as the landlord and Applicant R.F. as the tenant, indicating a monthly rent of \$1,400.00, due on the first day of each month for a tenancy commencing on February 1, 2018;
- A copy of a third residential tenancy agreement which was signed by Applicant A.L. as the landlord and Respondent M.S. as the tenant on February 10, 2018, indicating a monthly rent of \$1,000.00, due on the first day of each month for a tenancy commencing on March 1, 2018;
- A copy of a fourth residential tenancy agreement which was signed by Applicant R.F. as the landlord and Respondent T.T., Respondent B.B., and Respondent K.P. as the tenants on September 29, 2018, indicating a monthly rent of \$2,450.00, due prior to the first day of each month for a tenancy commencing on October 1, 2018;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the first 10 Day Notice) from Applicant R.F. to Respondent B.B., Respondent T.T., Respondent K.P., and Respondent D.H., dated December 1, 2018, for \$2,400.00 in unpaid rent. The first 10 Day Notice provides that the respondents had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of December 12, 2018;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the first 10 Day Notice was personally served to Respondent B.B. at 1:56 pm on December 2, 2018;
- A copy of second 10 Day Notice to End Tenancy for Unpaid Rent (the second 10 Day Notice) from Applicant A.L. to Respondent M.S. dated December 1, 2018, for \$1,000.00 in unpaid rent. The second 10 Day Notice provides that

Respondent M.S. had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of December 12, 2018;

- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the second 10 Day Notice was posted to Respondent M.S.'s door at 2:00 pm on December 2, 2018; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy.

Analysis

In an *ex parte* Direct Request Proceeding, the onus is on the landlord to ensure that all submitted evidentiary material is in accordance with the prescribed criteria and that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the landlord cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

I have reviewed all documentary evidence I note that the applicants have submitted four tenancy agreements, each naming different landlord and tenant combinations. As such, this application appears to be dealing with multiple tenancies and multiple landlord-tenant relationships.

An Application for Dispute Resolution should address a single landlord-tenant relationship for a single tenancy, unless there has been a Request to Join Applications for Dispute Resolution submitted and approved by the Residential Tenancy Branch.

For this reason, the applicants' request for an Order of Possession and a Monetary Order for unpaid rent is dismissed. The applicants have leave to reapply with a separate Application for Dispute Resolution for each tenancy in question.

As the applicants were not successful in this application, I find that the applicants are entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the applicants' request for an Order of Possession and a Monetary Order for unpaid rent with leave to reapply.

I dismiss the applicants' request to recover the filing fee paid for this application without leave to reapply.

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: December 27, 2018

Residential Tenancy Branch