



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SATGURU ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR,

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 landlord for an Order of Possession based on unpaid rent and a Monetary Order.

On March 23, 2021 the landlord's application was heard and it was determined that it should be adjourned to a participatory hearing, scheduled on this day, July 6, 2021 at 9:30am. The interim Decision should be read in conjunction with this Decision.

The interim Decision found that the tenant was served with the original application, by registered mail sent on March 3, 2021. The interim Decision further required the landlord to serve the tenant with a copy of the interim Decision and Notice of Hearing for today's date.

The landlord testified that they served the tenant with the interim Decision and Notice of Hearing on March 24, 2021 in person, which was witnessed. I find the landlord complied with the Order in the interim Decision and I find the tenant was served with the said documents. The tenant did not appear and the hearing proceeded in their absence in accordance with the Residential Tenancy Branch Rules of Procedure.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on January 1, 2013, with the tenant WH and HW. Rent in the amount of \$825.00 was payable on the first of each month. The landlord stated on December 1, 2015 the tenants wanted to add a roommate named KM and the roommate agreed to pay the additional amount of \$400.00. Filed in evidence are copies of the tenancy agreements.

The landlord testified that they served all tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), issued on February 1, 2021, showing the tenants had failed to pay rent in the amount of \$4,450.00. This was for the time period of September 1, 2020 to February 1, 2021. The landlord stated the tenants did not dispute the Notice and failed to pay the rent owed. Filed in evidence is a copy of the Notice.

The landlord stated that the tenants did pay rent for March, April, May and June 2021; however, July 2021 rent was not paid, nor were the outstanding arrears. The landlord stated the tenants owe the total amount of \$5,375.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

I accept the evidence of the landlord that the tenants were served the Notice on February 2, 2021, in person for failing to pay the rent from September 1, 2020 to February 1, 2021. I find the tenants were served with the Notice in accordance with the Act. I have reviewed the Notice filed in evidence; I find the Notice was completed in accordance with section 52 of the Act.

The tenants did not pay the outstanding rent or dispute the Notice within 5 days. I find the tenants were conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit, pursuant to section 46(5) of the Act.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. While I accept only one tenant was listed in the landlord's application; however, when a tenancy ends under the Act, it ends for all tenants under that agreement, not just one.

This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I accept the undisputed evidence of the landlord that the tenants failed to pay rent from September 1, 2020 to February 1, 2021, in the total amount of \$4,550.00 and then subsequent rent for July 2021, in the amount of \$825.00. I find the landlord is entitled to a monetary order for unpaid rent in the total amount of \$5,375.00. I grant the landlord a formal order pursuant to section 67 of the Act. This order may be filed in the Provincial Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

However, as the landlord only named WH in their application. I find the monetary order can only be in the name of WH. Any issues of the rent owed between the tenants is their own issue to resolve between themselves.

Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy. The tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and a monetary order for the balance of rent due.

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: July 06, 2021

Residential Tenancy Branch