



# 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 sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 25, 2014 the Landlord personally served the male Respondent with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the male Respondent has been served with the Direct Request Proceeding documents.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 25, 2014 the Landlord personally served the female Respondent with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the female Respondent has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*?

### Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Respondent.
- A copy of a residential tenancy agreement, which appears to be signed by the female, but not the male, Respondent, which indicates that the tenancy began on December 16, 2013 and that the rent of \$1,300.00 is due by the first day of each month.

- A ledger that indicates that rent of \$4,350.00 is due for the period ending June 30, 2014.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that appears to be signed by the Landlord and is dated June 03, 2014, which declares that the Respondents must vacate the rental unit by June 04, 2014 as they have failed to pay rent in the amount of \$4,350.00 that was due on June 01, 2014. The Notice declares that the tenancy will end unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.
- A copy of a signed Proof of Service of the 10 Day Notice to End Tenancy, in which the Landlord declared that the Notice was personally served to the female Respondent on June 04, 2014, in the presence of a third party, who also signed the Proof of Service.

In the Application for Dispute Resolution the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served on June 04, 2014.

In the Application for Dispute Resolution, the Landlord declared that the Respondents owe \$4,350.00 in rent.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the female Respondent entered into a tenancy agreement that required her to pay monthly rent of \$1,300.00 by the first day of each month.

As the male Respondent has not signed the tenancy agreement, I cannot conclude that he is obligated to pay rent for this tenancy or that he shares any of the rights or obligations of the tenancy. I therefore dismiss the Landlord's claim for an Order naming this party.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the female Respondent owed \$4,350.00 in rent by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that she paid the outstanding rent since the Application for Dispute Resolution was filed and therefore I find that she owes rent in the amount of \$4,350.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was personally served to the female Respondent on June 04, 2014.

I have no evidence to show that the Respondents filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Respondents accepted that the tenancy ended on the

effective date of the Notice, which is ten days after the female Respondent received the Notice on June 04, 2014.

Conclusion

I grant the Landlord an Order of Possession effective two days after service on the female Respondent. This Order may be served on the Respondent, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the Landlord a monetary Order for \$4,350.00. In the event the Respondent does not comply with this Order, it may be served on the female Respondent, 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: July 11, 2014

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Residential Tenancy Branch

