

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This matter was conducted 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 and a Monetary Order due to unpaid rent and recover the filing fee.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 14 , 2010 the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served on the fifth day after it was sent.

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

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- Some pages of a residential tenancy agreement which was signed by the parties on March 14, 2010;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 05, 2010 with an effective vacancy date of May 15, 2010 due to \$900.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the rent owed for the month of May, 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was given in person to the tenants roommate on May 05, 2010.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

### Analysis

Having reviewed the information before me I find the landlord has failed to provide a full copy of a tenancy agreement showing the date the tenancy started, the monthly rent for the unit and the date this rent is due. In the absence of this information, I am not satisfied that the landlord has provided a reliable tenancy agreement as required to proceed by Direct Request. Consequently I dismiss the landlords' application with leave to re-apply.

### Conclusion

The landlords' application is dismissed with leave to re-apply.

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: May 19, 2010.

---

Dispute Resolution Officer