

DECISION

Dispute Codes:

OPR, MNR

Introduction

This matter was conducted by way of 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 and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 14, 2010, at 4:00 p.m., the Landlord served the Tenant with the Notice of Direct Request Proceeding, by leaving the document personally with the Tenant at the rental unit. The Proof of Service document was signed by a witness.

Based on the written submissions of the Landlord, I find that the Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon the Tenant;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenant;
- A copy of a one page “shared accommodations” agreement; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 1, 2010, with a stated effective vacancy date of June 10, 2010, for \$500.00 in unpaid rent, due June 1, 2010.

Analysis

The *Landlord and Tenant Fact Sheet* for Direct Request Proceedings requires a Landlord to provide a copy of the tenancy agreement in evidence. Section 13 of the Act provides requirements for a tenancy agreement. I find that the one page “shared

accommodations” agreement is not a tenancy agreement, as it does not comply with Section 13(a); (b); (c); (e); (f)((v); or (f)(vi) of the Act.

The Landlord stated in his Application for Dispute Resolution that the rent was due on the 31st day of each month. The Notice to End Tenancy states that the Tenant failed to pay rent that was due on the 1st day of the month, and was issued on the same day the Notice purports rent to be due. The “shared accommodation” agreement does not indicate on which day of the month rent is due. Therefore, I find that the Notice to End Tenancy issued June 1, 2010, is an invalid Notice.

Conclusion

Having found that the Landlord has failed to provide a copy of a tenancy agreement pursuant to the requirements set out in the *Landlord and Tenant Fact Sheet* for Direct Request Proceedings, and having found that the Notice to End Tenancy issued June 1, 2010, is an invalid Notice, I have determined that this application be dismissed.

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: June 23, 2010
