

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing proceeded 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 for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 23, 2010, the Landlord served each Tenant with the Notice of Direct Request Proceeding via registered mail. Canada Post receipt numbers were provided in the Landlord's documentary evidence. The Tenants are deemed to have been served the Direct Request Proceeding documents on September 28, 2010, the fifth day after they were mailed pursuant section 90 of the *Residential Tenancy Act*. Based on the written submissions of the Landlord, I find that the Tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order under section 55 of the *Residential Tenancy Act*?

### Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on April 3, 2010 for a fixed term tenancy agreement which starts on April 1, 2010. There is no date or length of time listed on the tenancy agreement to indicate how long the fixed term period is for. There is no amount of rent listed on the tenancy agreement nor is there a date listed on when rent is payable each month. The Tenants paid a security deposit of \$295.00 on April 1, 2010; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, September 9, 2010, with an effective vacancy date of September 19, 2010, due to \$590.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the Tenants' door on September 9, 2010 at 12:15 p.m. in the presence of a witness.

### Analysis

I have reviewed all documentary evidence provided by the Landlord and find that in the presence of an incomplete tenancy agreement, that has no time limit listed for the fixed term of the tenancy, no amount of rent listed on the tenancy agreement, and no date listed as to which day in the month rent is payable, that there is insufficient evidence to support the validity of the 10 Day Notice to End Tenancy which indicates rent of \$590.00 was due on September 1, 2010. Based on the aforementioned I find this application does not meet the requirements of the Direct Request process and is therefore dismissed with leave to reapply.

### Conclusion

I HEREBY DISMISS the Landlord's claim, with 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: October 01, 2010.

---

Dispute Resolution Officer