



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

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 (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. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 18, 2010 at 4:40 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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 and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *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;
- A copy of a document entitled "Residential Agreement" which was signed by the parties on May 9, 2010 indicates the monthly rent for this rental unit is \$905.00 due on the 1st of the month and a security deposit of \$450.00 is payable in advance;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on October 2, 2010 with an effective vacancy date of October 12, 2010 due to \$1,810.00 in unpaid rent; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 19, 2010 with an effective vacancy date of September 29, 2010 due to \$905.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the months of September and October 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent personally on October 2, 2010 at 6:30 p.m. and that this service was witnessed by a third party.

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

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on October 2, 2010 and the effective date of the notice is October 12, 2010.

The landlord's application for dispute resolution names the respondent tenant under a name that is different on the document entitled "Residential Agreement". I cannot therefore establish who the tenant is in this application.

In addition, the landlord's document entitled "Residential Agreement" appears to be a Rental Application as it does not contain all of the components required under Section 13 of the *Act*. For example, it does not include the correct legal name of the tenant; the date the tenancy began; whether it is a fixed term tenancy or periodic; which services and facilities included in the rent.

As the Direct Request Process requires the landlord to submit a tenancy agreement and as noted above I find the landlord has failed to provide a tenancy agreement, I find this application is not suitable for the Direct Request Process.

Conclusion

For the reasons noted above, I dismiss the landlord's application in its entirety 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 22, 2010.

Dispute Resolution Officer