



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

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 December 9, 2010, @ 11:30 a.m. the Landlord served the Tenant with the Notice of Direct Request Proceeding, via registered mail. Canada Post receipts were provided in the Landlord's evidence and the Tenant is deemed to have been served on December 14, 2010, five days after they were mailed in accordance with section 90 of the Act. 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

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 the Tenant; and
- A copy of a one page document titled "Rental Application and Fixed Term Tenancy Agreement". This document indicates monthly rent is \$750.00 and current rent is \$800.00 per month. This document is signed by the applicant and Landlord however there are no dates listed on this document to indicate when it was signed or when the tenancy shall commence or end. The address listed for the rental unit shows unit # 305 and there is no street address or city listed for the rental unit. There is a street address listed for the Limited Company however there is no indication which city they are located in or if that is the same address as the rental unit.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, November 16, 2010, with an effective vacancy date of November 26, 2010 due to \$750.00 in unpaid rent which was due on November 1, 2010; and

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent on October 16, 2010 which is crossed out and written November 16, 2010, when it was posted to the Tenant's door on 16 Oct which is then noted as Nov.

Analysis

The Landlord has filed documents indicating that service was completed in October 2010 and then crossed those dates out and wrote November. The 10 Day Notice was issued November 16, 2010 stating November rent was not paid. The Landlord did not file his application for dispute resolution until December 7, 2010 and there is no mention if December rent remains unpaid.

The Landlord provided a copy of a rental application and fixed term tenancy agreement which does not meet the form and content requirements of section 52 of the Act as several standard terms are missing from this document such as the full address of the

rental unit, effective date of the tenancy, end date of the tenancy, and the date the parties entered into the agreement.

Based on the aforementioned I find the Landlord's application does not meet the requirements of the Direct Request process and the application is dismissed, with leave to reapply.

Conclusion

I HEREBY DISMISS the Landlord's application, 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: December 16, 2010.

Dispute Resolution Officer