



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 Applicant for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Applicant submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 3, 2011, the Applicant served the Tenant with the Notice of Direct Request Proceeding via registered mail. Canada Post receipts were submitted in the Applicant's evidence. The Tenant is deemed to have received the hearing package on February 8, 2011, five days after it was mailed, in accordance with section 90 of the Act. Based on the written submissions of the Applicant, I find that the Tenant was served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

1. Does the Applicant have the rights to make application for dispute resolution?
2. If so, has the Tenant breached the Act, regulation, or tenancy agreement?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of a residential tenancy agreement which lists a different Landlord's name than that which is listed as the Applicant to this dispute. Both Landlord names are company names. The Landlord's Agent and Tenant signed the tenancy agreement January 31, 2003.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued by the Applicant on December 10, 2010, with an effective vacancy date of

December 10, 2010. Documentary evidence filed by the Applicant indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid rent on December 10, 2010, as supported by the proof of service document which was signed by a witness.

Analysis

In support of their claim the Applicant has submitted a copy of a tenancy agreement which is issued with a different Landlord's name than that of the Applicant's name. There is no evidence to support that the Landlord has changed names or the Applicant purchased the rights to the tenancy agreement from the previous Landlord. Further, there is no evidence that the Applicant named in this proceeding has any authorization to act as the agent to the legal Landlord named in the tenancy agreement or that this authorization to act as the Landlord has been provided in writing to the Tenant.

Based on the above I find that this application does not meet the requirements for the Direct Request process and I hereby dismiss the application without leave to reapply.

Conclusion

I HEREBY DISMISS the application, without 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: February 11, 2011.

Residential Tenancy Branch