



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

Dispute Codes OPR, MNR

### Introduction

This matter proceeded 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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 25, 2011, the landlord served the tenant with the Notice of Direct Request Proceeding via personal service.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the 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 and 67 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 residential tenancy agreement which was signed by a landlord other than the one listed in the application and the tenant, indicating a monthly rent of \$800.00, due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 3, 2011, with a stated effective vacancy date of May 13, 2011, for \$800.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent via personal delivery on May 3, 2011.

The Notice states that the tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end. I have no evidence before me that the tenant applied to dispute the Notice to End Tenancy within five days from the date of service.

In their Application for Dispute Resolution, the landlord submitted a tenancy agreement which listed another name for the landlord, different than the landlord/applicant.

### Analysis

I have reviewed all documentary evidence and find that the landlord has submitted insufficient evidence to make a determination as to the correct landlord.

In reaching this conclusion, I was influenced by the discrepancy between the landlord listed on the tenancy agreement and the one listed on the application and 10 Day Notice.

### Conclusion

Having found that the applicant/landlord has failed to establish the reason the landlord listed on the tenancy agreement is different than the landlord listed on the 10 Day Notice and the application, I order that the Direct Request proceeding be reconvened in accordance with section 74 of the Residential Tenancy Act. I find that a conference call hearing is required to identify, clarify and determine the responsible, correct landlord under for this tenancy.

Notices of the Reconvened Hearing are enclosed with this Interim Decision for the applicant/landlord. A copy of the Reconvened Hearing, this Interim Decision, the Application for Dispute Resolution and any evidence that will be introduced by the landlord must be served on the tenant, in accordance with section 88 of the Act, within three (3) days of receiving this Decision.

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 03, 2011.

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Residential Tenancy Branch