



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 June 15, 2011 at 4:30 p.m. the landlord served the tenants personally with the Notice of Direct Request Proceeding.

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

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 *Residential Tenancy Act (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 tenants;
- A copy of a residential tenancy agreement which was signed by the landlord and what appears to be one other person, for both tenants, with an indiscernible signature on September 28, 2010 for a month to month tenancy beginning on October 1, 2010 for the monthly rent of \$1,000.00 due on the last day of each month and a security deposit of \$500.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 2, 2011 with an effective vacancy date of June 12, 2011 due to \$1,495.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenants failed to pay the full rent owed for the months of May and June 2011 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the rental unit door on June 2, 2011 at 1:00 p.m. and that this service was witnessed by a third party.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days.

Analysis

A Dispute Resolution Officer may grant a landlord an order of possession and/or a monetary order through the Direct Request process when a landlord provides documentary evidence that, by itself, clearly identifies all of the parties involved; all of the terms of the tenancy agreement and rent are clear; and all of the steps taken by the landlord in issuing a notice to end tenancy for unpaid rent are documented.

I have reviewed all of the documentary evidence and find that as the signatures for both tenants on the tenancy agreement appear to be similar to each other and unreadable, I cannot determine if both tenants signed the tenancy agreement or if one tenant signed the tenancy on behalf of the other tenant.

I find that unless the landlord can provide clear documentation as to who has entered into the tenancy agreement with the landlord an application for an order of possession and a monetary order for unpaid rent cannot be adjudicated through the direct request process.

Conclusion

For the reasons noted above, I 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: June 30, 2011.

Residential Tenancy Branch