



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 June 7, 2011, the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail. Canada Post receipts were submitted in the Landlord's evidence. 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 pursuant to 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;
- A copy of a residential tenancy agreement which was signed by the Tenant on August 27, 2008 for a fixed term tenancy effective September 1, 2008 that was set to switch to a month to month tenancy after August 31, 2009. The monthly rent of \$700.00 is due on first day of the month and a deposit of \$350.00 was paid on August 28, 2008; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, May 5, 2011 with an effective vacancy date of May 17, 2011 due to \$740.03 in unpaid rent.

- A tenant ledger which indicates the \$740.03 outstanding includes \$700.00 for unpaid rent for May 1, 2011 and accumulated charges relating to parking fees.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid when it was posted to the Tenant's door on May 5, 2011 5:00 p.m. in the presence of a witness.

### Analysis

The Applicant has filed through the Direct Request process and In support of their claim the Applicant has submitted a copy of the application, a copy of a 10 Day Notice to End Tenancy that were created with a different Landlord's name than that of the Landlord's name on the tenancy agreement.

There is no evidence before me to support that the Landlord has changed names or the Applicant purchased the rights to the tenancy agreement from the previous Landlords. Further, there is no evidence that the applicant named in this proceeding has any authorization to act as the agent to the legal landlords 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 foregoing, I find that this application does not meet the requirements of the Direct Request process.

### Conclusion

I HEREBY DISS MISS 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 20, 2011.

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Residential Tenancy Branch