



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 17, 2011 at 11:00 a.m. the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

Based on the written submissions of the landlord, I find that the tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Act*.

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 *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on August 31 (no year indicated) for a month to month tenancy beginning on September 1, 2002 for the monthly rent of \$540.00 due on the 1st of each month and a security deposit of \$270.00 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 \$1,282.68 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of September 2009 and that the tenant was served the 10 Day

Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on June 2, 2011 at 3:00 p.m. and that this service was witnessed by a third party.

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

Analysis

I have reviewed all documentary evidence and find the tenancy agreement submitted into evidence has a completely different name than the landlord identified as the applicant in this matter. The landlord has provided no explanation as to why the landlord has changed as such I cannot determine who is the landlord in this tenancy.

Further the landlord has provided a tenancy agreement that lists the rent as \$540.00 per month with no documentary evidence of rent increases that are compliant with the *Act* to establish what the current rent is. I therefore cannot determine the current amount of rent.

As this matter was adjudicated through the Direct Request Process and therefore through written submission there is no opportunity to question either party relating to the above noted details, I find the Direct Request process is not a suitable venue for adjudication of this claim.

Conclusion

Based on the above, I dismiss the landlord's Application, in its entirety, 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: July 05, 2011.

Residential Tenancy Branch