



# 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 23, 2011 at 2:25 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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 for an unnamed address which was signed by the tenant and another landlord on January 27, 2010 for a 2 month fixed term tenancy beginning on February 1, 2010 that converted to a month to month tenancy on April 1, 2010 for the monthly rent of \$675.00 due on the 1<sup>st</sup> of each month and a security deposit of \$337.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 2, 2011 listing a different landlord but signed by the applicant in this proceeding with an effective vacancy date of June 15, 2011 due to \$794.88 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of June 2011 and some portions of previous months' rent 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 3:18 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

The tenancy agreement lists a landlord who is different than the landlord named in the 10 Day Notice to End Tenancy for Unpaid Rent and different again from the landlord named on the Application for Dispute Resolution. The landlord provided no explanation as to why there are different landlords named. In addition the tenancy agreement provided does not list an address of the rental unit

For these reasons, I cannot determine if the tenancy agreement is for the rental unit cited in the 10 Day Notice to End Tenancy for Unpaid Rent or if the person who issued the notice or the landlord named in the 10 Day Notice to End Tenancy for Unpaid Rent have the authority to end the tenancy.

As such, I find this application is not suitable to be adjudicated through the Direct Request process as there is no opportunity for either party to clarify these issues.

### Conclusion

As a result of the above, I dismiss this 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 13, 2011.

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Residential Tenancy Branch