



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* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 15, 2011, at 4:45 p.m. The landlord personally served the tenant with the Notice of Direct Request Proceeding at the rental unit address. Section 90 of the Act determines that a document is deemed to have been served on the day of personal delivery.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

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 the parties on March 8, 2011, indicating a monthly rent of \$675.00 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 September 3, 2011, with a stated effective vacancy date of September 13, 2011, for \$1,375.00 in unpaid rent.

The tenancy agreement submitted as evidence included a fixed-term clause; the term commenced on March 1, 2011 and ended on April 30, 2011, at which point the tenant was to vacate the premises unless an extension agreement was signed establishing a month-to-month tenancy. The landlord did not submit a copy of a new tenancy agreement or any extension agreement.

Analysis

The Direct Request Proceeding process requires that landlord to submit a copy of a written tenancy agreement. The agreement supplied as evidence terminated on April 31, 2011. In the absence of evidence that the agreement was extended, in writing, I find that the landlord has either neglected to provide a copy of a current agreement or, that the parties have a verbal tenancy agreement.

In the absence of evidence of a current written tenancy agreement, I dismiss the application with leave to reapply. If a written extension or new written agreement does not exist, a participatory hearing will be required.

Conclusion

The application is dismissed 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: September 21, 2011.

Residential Tenancy Branch