



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 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 11, 2011 the landlord served the tenants with the Notice of Direct Request Proceeding by hand.

Based on the written submissions of the landlord, I find that the tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenants;
- A copy of a residential tenancy agreement. This agreement has only been signed by the landlord; for a tenancy beginning November 01, 2009. No monthly rent is recorded on the tenancy agreement however an e-mail between the parties indicates the monthly rent is \$1,600.00. There is no due date for rent recorded on the tenancy agreement; One tenants name does not correspond to the tenants name on the landlords 10 day notice and application for Dispute Resolution

- A copy of the first page of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, November 02, 2011 with an effective vacancy date of November 12, 2011 due to \$1,630.00 in unpaid rent.

Analysis

I have reviewed the documentation provided by the landlord for this application. As part of the application the landlord is required to provide a copy of the two page 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities. Page two of the notice provides information to the tenants about the landlord's right to seek an Order of Possession through the Direct Request Process if the tenants do not respond to the notice.

In the documents before me the landlord has not provided page two of the Notice to End Tenancy. In order for a legal notice to be valid and enforceable it must be complete. As I have not received a complete copy of the 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities I cannot determine whether the tenants were served with the complete Notice and as a result I cannot be satisfied that a valid notice was served on the tenants.

I also find the landlord failed to provide a copy of a tenancy agreement which is signed and dated by both the parties. In the absence of signatures from the tenants that the agreement was entered into I am not satisfied that the landlord has provided a reliable tenancy agreement as required to proceed by Direct Request. This tenancy agreement also has a different last name for one of the named tenants in this application.

I further find the landlord failed to provide any evidence to show that the amount of \$765.06 paid on October 25, 2011 was accepted for use and occupancy only and did not reinstate the tenancy.

Consequently, this application is dismissed. The landlord is at liberty to serve a new notice to end tenancy on the tenants and is at liberty to then reapply through the normal hearing route for a participatory hearing.

Conclusion

The landlord's 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: November 14, 2011.

Residential Tenancy Branch