



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded 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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 30, 2012, the landlord served respondent TR with the Notice of Direct Request Proceeding via personal delivery.

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

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 and 67 of the Act.

Analysis

The landlord has provided copies of two tenancy agreements, both dated July 13, 2011. However in one tenancy agreement, the tenancy starts on July 15, 2011, and in the other tenancy agreement, the tenancy starts on November 1, 2011.

Both tenancy agreements appear to be signed by respondent HR, and another tenant, who was not listed in this application and whose name was crossed out on the documents.

It appears from a review of the documents that respondent TR was added at a later date and were not signed by her.

Additionally, the landlord has submitted a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") which was dated January 17, 2012, which was declared by the landlord to have been served upon respondent TR on January 13, 2012.

Due to the inconsistencies in the documents, that is listing a tenant who had not signed the tenancy agreement and only serving that party with the Notice of the Direct Request

proceeding and not the tenant who signed the agreements and listing different tenancy start dates, though signed on the same date, I am not able to determine that respondent TR was obligated to this landlord to pay rent.

Additionally, the respondent who appears to be obligated under the tenancy agreements was not served the Notice of the Direct Request proceeding or the 10 Day Notice to End Tenancy for Unpaid Rent.

I also find the Notice invalid for containing an inconsistent signature date.

I therefore find that this application does not meet the requirements for the Direct Request process and I hereby dismiss the landlord's application without leave to reapply.

Conclusion

I HEREBY ORDER that the 10 Day Notice to End Tenancy issued for Unpaid Rent and dated January 17, 2012, is without force or effect.

I HEREBY DISMISS the landlord's application, without leave to reapply.

The landlord is at liberty to issue another 10 Day Notice to End Tenancy for Unpaid Rent to the tenants, and if necessary, request a conference call hearing for the purpose of proving that the listed tenants were obligated to pay rent and to explain the inconsistencies in the documents.

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: February 07, 2012.

Residential Tenancy Branch