



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 14, 2012 at 11:33 a.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:

- Copies of three tenancy agreements as follows:
 - A standard Residential Tenancy Branch tenancy agreement that appears incomplete but signed by a male tenant on January 26, 2012;
 - A customized tenancy agreement signed by a male tenant on January 26, 2012 for a month to month tenancy;
 - A customized tenancy agreement signed by a female tenant on March 9, 2012 for a 1 year fixed term tenancy beginning on December 1, 2012 – there is a notation at the top of this agreement that states “Date: original – Dec 1 (2012 or 2011) – it appears one year was written and then changed and initialled.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 2, 2012 with an effective vacancy date of June 12, 2012 due to \$1,065.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of June 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on June 2, 2012 at 10:09 a.m. and that this service was acknowledged by the tenant when she signed the proof of service document.

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

In the case before me, because the landlord has provided three tenancy agreements, two of which are not signed by the named respondent and the third that is signed by the named respondent indicates it is for a 1 year fixed term tenancy that starts on December 1, 2012, I find that I cannot determine the terms of a current tenancy with the named respondent that the landlord seeks to end.

Because the tenancy agreements submitted do not provide evidence of a current tenancy with the named respondent that could be confirmed through oral testimony and because the Direct Request process does not allow an opportunity for any oral testimony to be heard, I find the Direct Request process is not a suitable forum for the adjudication of the landlord's Application.

Conclusion

For the reasons noted above, I dismiss the landlord's Application with leave to reapply through the participatory hearing process.

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: June 15, 2012.

Residential Tenancy Branch