



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 July 05, 2012 the landlord served the tenant and another party with the Notice of Direct Request Proceeding by registered mail. Section 90 of the *Residential Tenancy Act* determines that a document is deemed to have been served on the fifth day after it was sent.

Based on the written submissions of the landlord, I find that one of the tenants named on the tenancy agreement has been served with the Dispute Resolution Direct Request Proceeding documents. The other party named on the landlord's application is not named as a tenant on the tenancy agreement but has 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 tenant and the other party;

- A copy of a residential tenancy agreement which was signed by one of the parties on September 05, 2011 for a tenancy beginning September 10, 2011 for the monthly rent of \$1,250.00 due on the 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, June 22, 2012 naming both parties on this application with an effective vacancy date of July 03, 2012 due to \$2,398.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed up to the month of May and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent which was posted on the door of the tenants rental unit on June 23, 2012 and therefore is deemed served three days later.

The Notice states that the tenant and other party had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

Analysis

I find the landlord has named a party on this application that is not named as a tenant on the tenancy agreement and this party did not sign the tenancy agreement. Without any explanation from the landlord as to the status of this other party and whether this party is now a tenant of the rental unit in place of the second named tenant on the tenancy agreement, I find I cannot proceed with the landlord application under the Direct Request process.

Conclusion

The landlords' 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*.

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Dated: July 10, 2012.

Residential Tenancy Branch