



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 for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on September 1, 2012 the Landlord personally served each Tenant with the Notice of Direct Request Proceeding at the rental unit at 6:30 p.m.

Based on the written submissions of the Landlord, I find that the Tenants have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and 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 each Tenant, including the registered mail receipts;
- A copy of a residential tenancy agreement (pages 1 thru 5 of a six page document) which lists both parties, indicating a fixed term tenancy agreement for the monthly rent of \$1,125.00 due on the 1st day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 17, 2012 with a stated effective vacancy date of August 27, 2012 for \$1,125.00 in unpaid rent as of August 1, 2012; and,

- A copy of a Proof of Service of the 10 Day Notice indicating landlord served the 10 Day Notice on August 17, 2012 when it was posted to the Tenants' door in the presence of a witness.

Analysis

The Direct Request procedure is based upon written submissions only and requires that the submissions be sufficiently clear, valid and supported by evidence in order to succeed.

I find the evidence with respect to the tenancy agreement to be lacking. The Landlord submitted copies of the first five pages of a tenancy agreement however they did not provide page six, the signature page, which would be evidence that all parties signed agreeing to the terms of the tenancy.

Although oral terms contained in, or form part of, tenancy agreements and may still be recognized and enforced in a participatory hearing they do not meet the requirements for a Direct Request Proceeding. A **signed** written tenancy agreement must be submitted as evidence that a tenancy agreement exists when an application is made through the Direct Request process.

Based on the aforementioned I find there to be insufficient evidence to proceed through the direct request process and I dismiss the landlord's application with leave to reapply.

Conclusion

I HEREBY DISMISS this application, 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 10, 2012.

Residential Tenancy Branch