



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 September 27, 2012 the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

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:

- A copy of a residential tenancy agreement which was signed by the parties on February 26, 2012 for a 3 month fixed term tenancy beginning on March 1, 2012 for the monthly rent of \$750.00 due on the 1st of each month and a security deposit of \$375.00 was paid. The tenancy agreement does not stipulate what happens at the end of the fixed term, however both the landlord and tenant have initialed the boxes indicating the tenant must vacate the rental unit at the end of the fixed term; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 3, 2012 with an effective vacancy date of September 13, 2012 due to \$750.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of September 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on September 4, 2012 at 5:30 p.m. and that this service was witnessed by a third party.

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

I have reviewed all documentary evidence and since the tenancy agreement appears to require the tenant to vacate the rental unit at the end of the fixed term or May 31, 2012 and the Direct Request process does not provide an opportunity to ask either any of the parties any questions to clarify, I find I cannot determine the terms of the tenancy agreement after May 31, 2012.

As such, I also find the Direct Request process, with the information provided by the landlord, is not suitable to adjudicate this Application.

Conclusion

Based on the above, I dismiss this Application with leave to reapply through the participatory hearing process or through the Direct Request process if the landlord can provide documentary evidence of the current terms of the tenancy agreement.

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: October 02, 2012.

Residential Tenancy Branch