



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR

### 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 based on unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declared that on November 13, 2012, the landlord sent both tenants the Notices of Direct Request Proceeding by registered mail. The landlord provided a copy of the Canada Post Tracking Numbers to confirm these registered mailings. Based on the written submissions of the landlord and in accordance with sections 88 and 90 of the *Act*, I find that the tenants have been deemed duly served with the Direct Request Proceeding documents on November 17, 2012, the fifth day after their mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Proceeding served to the tenants;
- A copy of a “Rental Agreement” (the Agreement), which was signed by the landlord and two tenants named on the Agreement. According to the Agreement, monthly rent was set at \$1,200.00, payable in advance on the 1st; and
- A copy of a 10 Day Notice sent to the tenants by registered mail on November 2, 2012, with a stated effective vacancy date of November 10, 2012, for \$1,200.00 in unpaid rent claimed to be owing for November 2012.

In accordance with sections 88 and 90 of the *Act*, I find that the tenants were deemed to have been served with this 10 Day Notice on November 7, 2012, the fifth day after its registered mailing. The Notice states that the tenants had five days from the date of service to pay the amount identified as owing in full or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The landlord's written evidence stated that the Proof of Service of the Notice of Direct Request documents were sent to both tenants by registered mail on November 13, 2012.

I find that the Agreement entered into written evidence by the landlord is insufficient to identify the rental premises subject to the rental agreement between the parties. Although this Agreement contains dated signatures of the tenants and the landlord, and identifies a monthly rent of \$1,200.00, there is no reference whatsoever to the address of the rental premises subject to this Agreement. Consequently, I find that I am unable to consider the landlord's application for an end to this tenancy and an Order of Possession for unpaid rent by way of a Direct Request proceeding.

Under these circumstances, I adjourn this application to be reconvened as a participatory hearing.

Conclusion

I adjourn the landlord's direct request application for an Order of Possession to be reconvened at a participatory hearing in accordance with section 74 of the *Act*. I find that a participatory hearing is required in order to determine the details of the landlord's application. **Notices of Reconvened Hearing are enclosed with this decision for the applicant to serve, with all other required documents, upon the tenants within three (3) days of receiving this decision in accordance with section 88 of the *Act*.**

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: November 21, 2012

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Residential Tenancy Branch

