



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlords for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 26, 2013 at 9:20 the Landlords served each Tenant with the Notice of Direct Request Proceeding in person at the rental unit. Based on the written submissions of the Landlords, I find that each Tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlords:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement which lists the Respondents' names as landlords and does not list any names in the section for the tenants. The agreement indicates the tenancy began on December 20, 2012 for a month to month tenancy. Rent is payable on the first of each month in the amount of \$800.00 and a payment of \$400.00 was made on December 20, 2012 as the security deposit. A Landlord's name is listed on the last page of the tenancy agreement however the Landlord did not sign the agreement. There are two names listed as Tenants however only J.H. signed the agreement on January 5, 2013;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 4, 2013, with an effective vacancy date of February 14, 2013 due to \$800.00 in unpaid rent for February 2013.

Documentary evidence filed by the Landlords indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on February 4, 2013 at 6:00 p.m. when it was given to J. H. who signed the proof of service document acknowledging receipt of the Notice.

Analysis

The tenancy agreement provided in evidence lists the Respondents' names as the landlords and there are no names listed in the section for tenants. Neither Applicant signed the tenancy agreement as landlord however M.L.'s name is listed as landlord on the last page of the tenancy agreement. The Tenant J.H. signed the tenancy agreement on January 5, 2013, however T.C. did not sign the agreement.

Upon consideration of the above mentioned inconsistencies I find this application does not meet the requirements of the Direct Request Process and the application is dismissed with leave to reapply through a participatory hearing.

Conclusion

The Landlord's application is HEREBY DISMISSED, with leave to reapply through a participatory hearing.

No findings of fact or law have been made with respect to the 10 Day Notice to end tenancy issued February 4, 2013.

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: February 28, 2013

Residential Tenancy Branch

