



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

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 Notices of Direct Request Proceeding which declares that on February 28, 2013 the landlord served the tenants with the Notices of Direct Request Proceeding by registered mail. The landlord provided a Canada Post receipt and tracking information as proof of the service of the documents. Pursuant to section 90 of the Residential Tenancy Act the tenants are deemed to have been served on 5 days after mailing the registered mail package or on March 5, 2013.

Based on the written submissions of the Landlord, I find that the tenants were served the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Proceeding for the tenants;

- A copy of a residential tenancy agreement. The copy of the tenancy agreement did not fax well and sections of the agreement are blacked out making it impossible to determine who is on the tenancy agreement and other relevant information to determine if the tenancy agreement is valid. As I cannot read the tenancy agreement I cannot determine if it is a valid agreement.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 4, 2013, with a stated effective vacancy date of February 14, 2013, for \$1,000.00 in unpaid rent.

Documentary evidence filed by the landlords indicates that the tenants have failed to pay rent owed and were served the 10 Day Notice to End Tenancy for Unpaid Rent by personal delivery on February 4, 2013 at 4:57 p.m. The Act deems the tenants were served on February 4, 2013.

The Notice states that the tenants had five days to pay the rent 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 tenants have been served with notice to end tenancy as declared by the landlords.

The notice is deemed to have been received by the tenant on February 4, 2013.

I accept the evidence before me that the tenants have failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*, but as the tenancy agreement is eligible I cannot determine if the tenancy agreement is valid. A valid tenancy agreement is required in the Direct Request Process; therefore I find the landlord has not established grounds to be successful in the application. Consequently I dismiss the landlord's application with leave to reapply.

Conclusion

I dismiss the Landlord's 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: March 12, 2013

Residential Tenancy Branch

