



# 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 April 23, 2013 at 1:20 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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 tenant on December 6, 2012 for a month to month tenancy for the monthly rent of \$500.00 due on the 1<sup>st</sup> of each month and a security deposit of \$250.00 was paid. The tenancy agreement submitted names a different landlord than the person named on the Application for Dispute Resolution and the 10 Day Notice to End Tenancy for Unpaid Rent. The agreement is also not signed by anyone representing the landlord named in the tenancy agreement; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on April 11, 2013 with an effective vacancy date of April 21, 2011 due to \$220.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent due on March 31, 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally, however the Proof of Service document does not indicate either the date or time the Notice was served.

### Analysis

As the tenancy agreement names a different person than both the person who issued the 10 Day Notice to End Tenancy for Unpaid Rent and who submitted the Application for Dispute Resolution and there is no opportunity in the direct request process to question either of the parties, I find I cannot adjudicate the landlord's Application through the direct request process, based on the information provided.

### Conclusion

Based on the above, I dismiss the landlord's Application in its entirety with leave to reapply through the participatory hearing process.

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: April 25, 2013

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Residential Tenancy Branch