



Dispute Resolution Services

Page: 1

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 May 17, 2013 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 landlord only on August 19, 2012 for a 1 year fixed term tenancy beginning on September 1, 2012 for the monthly rent of \$1,300.00 due on the 1st of each month and a security deposit of \$650.00 and a pet damage deposit of \$650.00 were paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 4, 2013 with an effective vacancy date of May 15, 2013 due to \$1,300.00 in unpaid rent and \$50.00 in unpaid utilities for which a written demand was made to the tenant on May 1, 2013.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of May 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on May 4, 2013 at 8:00 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 despite the landlord providing all documentary evidence required to complete her Application through the Direct Request Process I note that the tenancy agreement submitted into evidence does not have a signature of the tenant agreeing to the terms of the tenancy.

In addition, in her Application for Dispute Resolution the landlord lists one address as the dispute address and a different address for the rental address is identified on both the tenancy agreement and the 10 Day Notice than what is in the Application for Dispute Resolution.

Conclusion

For these reasons, I find the landlord's Application is unsuitable to adjudicate through the Direct Request process and I dismiss the landlord's Application with leave to reapply through a 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: May 23, 2013

Residential Tenancy Branch

