



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Imperial Hospitality Group Inc.
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes OPR

Introduction

This matter was conducted 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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 5, 2013 at 11:40 a.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding by posting the documents to the Tenant's door at the rental unit.

Based on the Landlord's written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of possession?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a fixed room rental agreement; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 7, 2013, with a stated effective vacancy date of June 17, 2013, for \$210.00 in unpaid rent that was due on March 1, 2013.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End

Tenancy for Unpaid Rent by posting the document to the Tenant's door on June 7, 2013, at 4:00 p.m. The Proof of Service document is signed by a witness.

The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenant 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 find that the “fixed term room rental agreement” does not comply with the provisions of Sections 13(2)(a), (c), (d), and (e) of the Act. In addition, there are clauses contained in the agreement that are contrary to the provisions of the Act, including the following provisions:

- If the tenant does not vacate the room by 11:00 a.m. on the “termination date”, the landlord may change or de-activate the key to the room.
- If the tenant leaves any belongings after the agreement is terminated, ownership of such belongings will immediately be transferred to the landlord.

I find that the direct request process is not a suitable process for this matter, as there are questions which must be asked and answered in order to determine whether or not a tenancy agreement exists between the parties.

Therefore, I adjourn this matter to a participatory Hearing. Two copies of a Notice of Reconvened Hearing accompany this Interim Decision. The Landlord must serve the Tenant with a copy of the Notice of Reconvened Hearing in accordance with the provisions of Section 89 (2) of the Act within 3 days of receipt of this Interim Decision.

Conclusion

This matter is adjourned to a participatory Hearing, to the date and time noted on the enclosed Notice of Reconvened Hearing. **The Landlord must serve the Tenant with the Notice of Reconvened Hearing in accordance with the provisions of Section 89 (2) of the Act within 3 days of receipt of this Interim Decision.**

This interim 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: July 16, 2013

Residential Tenancy Branch