



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 July 26, 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 partial residential tenancy agreement which that does not include the signatures of either party; the date of the start of the tenancy; the amount of rent; or when rent is due; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 11, 2013 with an effective vacancy date of July 21, 2013 due to \$1,050.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of July 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 July 11, 2013 at 2:45 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

As the tenancy agreement submitted does not include relevant details such as the monthly amount of rent; when rent is due or even the signature of either party confirming that a tenancy exists and since the Direct Request proceeding is conducted in a manner that does not allow me to question the parties to the dispute, I find the Direct Request process is not a suitable process for the adjudication of this Application.

Conclusion

As per the above, I dismiss this Application in its entirety with leave to reapply either through a participatory hearing process or by Direct Request should the landlord have a complete copy of a tenancy agreement signed by the tenant.

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: August 01, 2013

Residential Tenancy Branch