



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded 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 landlords for an Order of Possession and a monetary order for unpaid rent.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 13, 2013, the landlords served the tenants with the Notice of Direct Request Proceeding via registered mail. Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later.

Based on the written submissions of the landlords, I find that the tenants have been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenants;
- A copy of a residential tenancy agreement which does not set out the names of the tenants and was not signed by the landlords, indicating a monthly rent of \$2,100.00 due on the first day of the month; and

- A copy of the first page of a two page 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 2, 2013, with a stated effective vacancy date of August 15, for \$2,100.00 in unpaid rent.

Documentary evidence filed by the landlords allege that the tenants had failed to pay all rent owed and were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting on the door, on August 2, 2013. Section 90 of the Act deems the tenants were served on August 5, 2013.

Analysis

Based on the above, the written submissions and documentary evidence supplied by the landlords, and on a balance of probabilities, I find the Application for a Direct Request proceeding by the landlords must be dismissed without leave to reapply for the following reasons.

The Direct Request process allows a decision and orders to be made based on written submissions only, without a hearing taking place. Therefore, the written submissions and evidence provided must be clear and complete in order for the Arbitrator to make a determination which would affect the possession of the rental unit and to grant a monetary order on any rent due.

The landlords have supplied a tenancy agreement which does not name the tenants. The space for the tenants' names has been left blank.

The tenancy agreement has also not been signed by the landlords.

Therefore, as it is missing required information (the name of the tenant(s)), and has not been signed by the landlords, I am not satisfied that this document meets the requirements of what is necessary in a tenancy agreement under the Direct Request process.

The landlords have also failed to supply a copy of the entire 10 Notice to End Tenancy. This Notice consists of two pages and the landlords have only supplied one page. The second page of the Notice explains the legal rights and obligations of the tenants, and is an important part of the Notice. Therefore, I am not satisfied on the evidence that the landlords have served the tenants with a complete Notice to End Tenancy.

For these reasons I dismiss the landlords' Application under the Direct Request process without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 20, 2013

Residential Tenancy Branch

