



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **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 August 28, 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 5<sup>th</sup> 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 that is completely unreadable and without parties named; amount of rent; rent due date or signatures visible on any of the 4 pages provided; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on August 13, 2013 with an effective vacancy date of August 26, 2013 due to \$1,065.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of August 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 August 13, 2013 at 1:00 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

As the landlord has applied through the Direct Request process which does not include an opportunity to ask either of the parties any questions regarding the details of the tenancy and because the copy of the tenancy agreement provided into evidence by the landlord is unreadable I am unable to determine the relevant terms of the tenancy agreement such as how much rent is or when it is due.

As such, I am also unable to determine if the 10 Day Notice to End Tenancy issued on August 13, 2013 is a valid Notice based on the relevant terms of the tenancy I find this Application, with the evidence as provided, to not be suitable for adjudication through the Direct Request process

### Conclusion

I dismiss this Application with leave to reapply either through a participatory hearing process or by Direct Request if the landlord can provide a copy of a tenancy agreement that can be read and shows signatures of the parties.

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: September 17, 2013

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Residential Tenancy Branch

