



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prehofer Construction 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* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order.

Service Issues

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 12, 2013, at 1:00 p.m., the Landlord's agent mailed the Notice of Direct Request Proceeding to the Tenant by registered mail to the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order for unpaid rent?

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 residential tenancy agreement, indicating a monthly rent of \$790.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 2, 2013, with a stated effective vacancy date of December 15, 2013, for \$790.00 in unpaid rent.

The Landlord's Application for Dispute Resolution filed December 11, 2013, indicates that the rent remains unpaid.

Analysis

The Direct Request procedure is an expedited procedure which is based on written documentation only. The Direct Request procedure is also a limited procedure which may only be used if the tenant has not paid rent or filed an application to cancel a Notice to End Tenancy within 5 days of being served with the Notice to End Tenancy.

In this case, the Landlord's name on the tenancy agreement is different from the Landlord's name on the Application for Dispute Resolution. In addition, the Tenant's name on the Application for Dispute Resolution, tenancy agreement, Notice to End Tenancy, and other supporting documentation is spelled differently from the Tenant's name in her signature on the tenancy agreement. It may be that the Landlord completed the Application for Dispute Resolution and the evidentiary material with spelling errors, however applications processed through the Direct Request procedure and all required supporting documentation must be completed correctly. There is no ability for an arbitrator to ask questions of the parties.

For the reasons set out above, I dismiss the Landlord's application with leave to reapply.

Conclusion

The Landlord's application is **dismissed with leave to reapply**. If the Landlord chooses to reapply, it may wish to request a participatory Hearing so that the discrepancies can be addressed.

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: December 18, 2013

Residential Tenancy Branch