



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This non-participatory, ex parte matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the “Act”), via the documentary submissions of the landlord, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit and a monetary order for unpaid rent, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”).

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 3, 2013, the landlord served the respondent/tenant with the Notice of Direct Request Proceeding, including the landlord's application, by registered mail. Pursuant to section 90 of the Act, the documents were deemed served 5 days later.

Evidence and Analysis

Included in the documentary evidence submitted by the applicant/landlord, was a tenancy agreement signed by the landlord on July 26, 2012, and by the respondent/tenant on July 27, 2012, indicating a monthly rent of \$2500 due on the first day of the month.

The tenancy agreement also shows the landlords' names and other details of the tenancy were printed; however, the name of the tenant on the front page of the tenancy agreement was in handwritten form. Additionally, the person listed as tenant signing the tenancy agreement on the last page has a different surname from the tenant listed on the front page of the tenancy agreement or in the other documentary evidence supplied by the landlord.

There was no explanation provided by the landlord as to why the person signing the tenancy agreement carried a different surname than the tenant listed on the front page or in other documentary evidence by the landlord.

I am not able to reconcile on a direct request proceeding the inconsistencies in the documents supplied by the applicant/landlord, as the direct request process is conducted by written submissions only and there can be no inferences or assumptions made by the Arbitrator.

Conclusion

I therefore find the landlord's dispute resolution application to be deficient as required by the Act for direct request and I therefore I dismiss the landlord's application with leave to reapply.

The landlord should not apply for a direct request proceeding unless all documents are prepared in accordance with the Act and Regulations and are sufficiently clear. Therefore, the landlord may wish to submit a new application through the normal dispute resolution process which includes a participatory hearing in explanation of the inconsistencies.

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* and is being mailed to both the applicant and the respondent.

Dated: December 10, 2013

Residential Tenancy Branch

