



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel 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 December 30, 2013 the landlord served each respondent 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 each respondent 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 which was signed by the landlord and two other tenants not named in the landlord's Application for Dispute Resolution on May 26, 2012 for a 1 year fixed term tenancy beginning on June 1, 2012 for the monthly rent of \$1,200.00 due on the 1st of each month and a security deposit of \$600.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on December 7, 2013 with an effective vacancy date of December 17, 2013 due to \$1,250.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the respondents failed to pay the full rent for the month of December 2013 and that the respondents were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on December 7, 2013 at 10:30 a.m. and that this service was witnessed by a third party.

Analysis

Direct Request proceedings are conducted when a landlord issues a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenant(s) has not filed an Application for Dispute Resolution seeking to cancel the Notice within 5 days of receiving the Notice. The proceeding is conducted *ex parte* and based solely on the paperwork provided by the applicant landlord.

Because the hearing is conducted without the benefit of having a participatory hearing in which I might question either of the parties if something is unclear in the paperwork all documents submitted must be complete and clear. In addition, because this proceeding is to deal only with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities any other monetary matters cannot be heard.

While the tenancy agreement does name one of the named respondents on the landlord's Application for Dispute Resolution, I note that the tenancy agreement was not signed by either of the two respondents named on the landlord's Application and I have no ability to clarify any information from the landlord. As such, I find the landlord's Application is not suitable to be adjudicated through the direct request process.

Conclusion

For the reasons noted above, I dismiss this Application in its entirety with leave for the landlord to reapply through the participatory hearing process.

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: January 06, 2014

Residential Tenancy Branch

