



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
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 January 24, 2014 at 4:45 p.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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 which was signed by the parties on February 15, 2013 indicating the landlord has collected a security deposit of \$337.50 and a pet damage deposit of \$337.50 were paid. Due to blacked out sections of the tenancy agreement I cannot read any of the other terms of the tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 6, 2013 with an effective vacancy date of January 19, 2014 due to \$1,105.00 in unpaid rent that was due on January 1, 2014.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed 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 January 6, 2014 at 2:00 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

Direct Request proceedings are conducted when a landlord issues a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenant 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. The evidence submitted by the landlord contains a copy of a tenancy agreement that has blacked out the sections dealing with the amount of rent and the day in the month that rent is due.

As such, and because I do not have the opportunity to question the parties in relation to this information I find that I have insufficient documentary and I have no other way to determine the monthly amount of rent or when it is due I find this Application is not suitable to be adjudicated through the Direct Request process as submitted.

Conclusion

Based on the above, I dismiss the landlord's Application in its entirety with leave to reapply either through the participatory hearing process or through the Direct Request process if they can provide a readable copy of the tenancy agreement and all other documentation.

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 29, 2014

