



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DIRECT REQUEST DECISION

Dispute Codes: OPR, MNR

Introduction

This application proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act. The landlord seeks an Order of Possession and a monetary order for rental arrears based on a 10-Day Notice to End Tenancy for Unpaid Rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding served in person on February 14, 2014 at 2:25 p.m. Based on written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord is entitled to an Order of Possession for unpaid rent and a monetary Order for unpaid rent pursuant to sections 55 and 67of the Act?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding and Proof of Service of the Ten-Day Notice, verifying service to the tenant,
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 4, 2014 for \$750.00 in rental arrears, and
- A copy of a residential tenancy agreement signed by the parties on May 26, 2013. The tenancy agreement does not show the monthly rental rate for the unit.

Accrued arrears of \$1,125.00 are being sought as well as an Order of Possession...

Analysis

Submitted into evidence was a copy of a tenancy agreement that did not show the monthly rental rate agreed upon by the parties.

This is an application to proceed by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the Act. The Fact Sheet containing directions and the requirements to qualify to apply for a resolution under this section indicates that the following mandatory documentation must accompany the Application:

- Copy of the 10 Day Notice to End Tenancy
- Copy of the Tenancy Agreement
- Proof of Service of the 10 Day Notice to End Tenancy

I find that, while this application did include a copy of the tenancy agreement, the agreement was not compliant with section 13 of the Act in that it did not show the monthly rental rate being charged.

Section 13 sets out the mandatory terms to be included within the tenancy agreement. The agreement must be signed and dated by both the landlord and the tenant.

Given the above, I find that this matter may not proceed by way of direct proceeding so I must dismiss this application. However, I do so granting the landlord leave to reapply.

The landlord is at liberty to make an application to pursue this matter through a regular teleconference hearing that would permit verbal testimony to be given regarding the specific terms of the tenancy agreement between the parties.

I hereby dismiss the landlord's application with leave to reapply..

Conclusion

The landlord is not successful in the Direct Request application, and it is dismissed with leave to reapply for a participatory hearing.

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: February 21, 2014

