



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding E. ALSILMI AND GROUP LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 14, 2014, at 6:30 p.m. the Landlord served the Tenant by posting the Notice of Direct Request Proceeding at the rental unit.

Section 89 of the *Residential Tenancy Act* determines the method of service for documents. The Landlord has applied for an order of possession and a monetary Order which requires that the Landlord serve the respondent Tenant with the notice for dispute resolution in accordance with section 89 (1) of the Act.

Section 89(2)(c) provides that if the notice of direct request application was posted at the rental unit, service is met only for the request of an Order of Possession. Therefore, I find that the service requirements for the request for a monetary order have not been met and I hereby dismiss the Landlord's request for a monetary order, with leave to reapply.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession pursuant to section 55 of the *Residential Tenancy Act*?

### Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of a residential tenancy agreement which lists a different landlord name and was not signed by the landlord or the tenant. The tenancy agreement does not indicate if it was for a month to month tenancy or a fixed term. The tenancy began on April 1, 2005, for the monthly rent of \$510.00. The tenancy agreement does not indicate which day of the month rent is payable;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 5, 2014, with an effective vacancy date of February 14, 2014, due to \$592.00 in unpaid rent; and
- A notation on the application which indicates the Tenant owes \$442.00 from January 2014 plus \$592.00 for February 2014 rent.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent on February 5, 2014, when it was posted to the Tenant's door, in the presence of a witness.

### Analysis

The Direct Request procedure is based upon written submissions only and requires that the submissions be sufficiently clear, valid and supported by evidence in order to succeed.

I find the evidence with respect to the tenancy agreement to be lacking. The Landlord submitted copies of an incomplete, unsigned tenancy agreement that lists a different corporation as the landlord. The only evidence before me to support that the Landlord has changed names or that the Applicant to this dispute acquired the rights to the tenancy agreement from the previous Landlord was a note written on the tenancy agreement indicating the applicant purchased the building in 2006.

Although oral terms contained in, or form part of, tenancy agreements and may still be recognized and enforced in a participatory hearing they do not meet the requirements for a Direct Request Proceeding. A **signed** written tenancy agreement must be submitted as evidence that a tenancy agreement exists between the named parties when an application is made through the Direct Request process.

Based on the aforementioned I find there to be insufficient evidence to proceed through the direct request process and I dismiss the landlord's application with leave to reapply through a participatory process.

Conclusion

I HEREBY DISMISS this application with leave to reapply through a participatory 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: February 19, 2014

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Residential Tenancy Branch

