



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FRASER VALLEY KINSMEN HOUSING SOCIETY AND TERRA
PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

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 declaring that on January 30, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act, (*the Act*), determines that a document is deemed to have been served on the fifth day after it was sent.

Based on the 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 67 of 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 January 2, 2014 for \$595.00 in rental arrears, and
- A copy of a residential tenancy agreement which was signed by the tenant in the space reserved for the landlord's signature on March 7, 2013. However, the document is not signed by the landlord.

- A copy of a BC Housing Application for Rent subsidy including a release for information signed by the tenant.

Analysis

The copy of the tenancy agreement included in the application only features the tenant's signature. The landlord's signature is not shown on the tenancy agreement at all.

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

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

I find that, while this application did include a copy of a tenancy agreement, the agreement was not compliant with section 13 of the Act as it was not signed by both parties.

Therefore, I find that the landlord did not submit a copy of a validly signed tenancy agreement to meet criteria to qualify for a dispute resolution proceeding. As a result, I find that this matter may not proceed by way of a direct proceeding.

Accordingly, I hereby dismiss this application with 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 for a participatory hearing.

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 05, 2014

Residential Tenancy Branch

