



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KENMARK INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction and preliminary matter

This non-participatory matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the “Act”), via the documentary submissions of the landlord only, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit and a monetary order for unpaid rent, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”).

In addition to other documentary evidence, the landlord submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which references unpaid rent for April 2014, in an amount greater than the tenant’s monthly rent obligation under the written tenancy agreement. The landlord submitted that the tenant owed an additional \$30 due to an additional occupant.

The landlord also submitted an incomplete and undated tenancy agreement.

Analysis and Conclusion

The direct request process is a mechanism that allows the landlord to apply for an expedited decision, which requires that the landlord must submit documentation sufficiently clear and self-evident; there can be no omissions or deficiencies with items being left open to interpretation or inference.

The landlord seeks to enforce a clause in the tenancy agreement increasing rent due to an additional occupant; however, there is no proof of if or when an additional occupant began residing in the rental unit.

On the face of the documentary submissions of the landlord and as I am not able to question the landlord, I cannot determine from the landlord's written statement to the tenant that there was an additional occupant.

Additionally, another document that must be submitted in order to qualify for the direct request procedure is a tenancy agreement complying with the requirements of the Act, in this case, sections 13(2)(c) and (d), which require that the tenancy agreement contain an address and the date the tenancy agreement is entered into. In this case, the rental unit address and the date the parties signed the tenancy agreement are incomplete.

As described above, due to the contradictory information contained in the landlord's application as compared to the tenant's obligation under the written tenancy agreement, and the incomplete tenancy agreement, I find the landlord's application under the direct request proceeding to be unclear and insufficient and I therefore I dismiss the landlord's application.

The landlord is, however, at liberty to reapply and submit a new application through the normal dispute resolution process which includes a participatory hearing, for the purpose of proving that an additional occupant resided in the rental unit and to explain the discrepancies in the tenancy agreement.

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* and is being mailed to both the applicant and the respondent.

Dated: May 06, 2014

Residential Tenancy Branch

