



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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 May 13, 2014 the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5<sup>th</sup> day after it is mailed.

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 tenant and another person named as landlord on September 23, 2013 for a 6 month and 1 day fixed term tenancy beginning on October 1, 2012 for the monthly rent of

\$1,600.00 due on the 1<sup>st</sup> of each month. The tenancy agreement stipulates that at the end of the fixed term the tenancy will terminate; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 2, 2014 with an effective vacancy date of May 15, 2014 due to \$1,600.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of May 2014 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 May 2, 2014 at 11:07 a.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.

I note that the tenancy agreement names BR as the landlord and AR as the property manager. However the 10 Day Notice to End Tenancy lists PL as the landlord. The landlord did not provide any documentation regarding a transfer of ownership of the rental unit or that he is an agent for the landlord BR noted in the tenancy agreement.

### 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(s) 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.

In the case before me the applicant has submitted a tenancy agreement that he was not a party to and a Notice to End Tenancy that states he is the landlord when the tenancy agreement lists someone else as the landlord.

In addition the tenancy agreement submitted states that the tenancy terminated at the end of the fixed term or April 1, 2013. As such, and because the proceeding was not conducted through a participatory hearing I cannot determine what the terms of any new tenancy agreement that parties may have entered into.

Conclusion

For the reasons noted above, I dismiss this Application in its entirety, with leave to reapply either through a participatory hearing process or by Direct Request proceeding if the applicant can provide current documentary evidence of the terms of the tenancy and confirmation that he is the landlord or acts on the landlord's behalf.

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: May 22, 2014

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Residential Tenancy Branch

