



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 a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the “Act”) in response to an application made by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

Analysis

The Direct Request process is a mechanism that allows the Landlord to apply for an expedited decision without a participatory hearing. As a result, the Landlord must follow and submit documentation **exactly** as the Act prescribes and there can be no omissions or deficiencies within the written submissions that are left open to interpretation or inference.

While the Landlord has submitted all of the required documents required for the Direct Request process, there exists a deficiency with the Landlord’s documentary evidence that does not allow me to proceed with the Direct Request Proceeding.

Apart from the Landlord’s Application for Dispute Resolution (the “Application”), the Landlord has failed to disclose an address for the service of documents. This is important when issuing a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) as the Act provides a Tenant five days to make an Application to dispute the Notice. If the Tenant does not have an address for the service of documents provided by the Landlord, then this would be prejudicial to the Tenant’s right to make an Application to dispute the Notice within this statutory time limit. In this case, providing the Tenant with a phone number or an e-mail address is not sufficient for the purposes of the Act.

I note that the written signed tenancy agreement does not include the Landlord’s service address and is therefore incomplete; the Notice also fails to declare the Landlord’s

address; and the Condition Inspection report provided as documentary evidence also fails to document the Landlord's address.

The Landlord has failed to provide any further documentary evidence to support the fact that the Tenant was aware of a service address for the Landlord. Furthermore, the Landlord's Application does not suggest that the Landlord and Tenant live in such close proximity where it would be reasonable that the Tenant would be aware of the Landlord's address.

While a failure to put the Landlord's address on a Notice may not necessarily invalidate a Notice, I find that in this case, the failure of the Landlord to disclose sufficient evidence that the Tenant was aware of the Landlord's address for the service of the documents at the time the Notice was issued, does render the Notice invalid for the purposes of the Direct Request Proceedings.

Conclusion

For the reasons set out above, **I dismiss** the Landlord's application **without leave to reapply**.

The Landlord is at liberty to issue a new valid Notice which discloses the Landlord's address. If the Tenant does not respond to the new valid Notice, the Landlord is at liberty to submit a new Application through the Direct Request process or through the conventional dispute resolution process which includes 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: June 13, 2014

Residential Tenancy Branch

