



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia apartment Rental Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the “Act”), and deals with an Application for Dispute Resolution by the Landlord for:

1. An Order of Possession – Section 55; and
2. A Monetary Order for unpaid rent – Section 67.

Given the Landlord's signed proof of service, I find that the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail on June 3, 2014 in accordance with the Act.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

In the Application made June 3, 2014 the Landlord claims unpaid rent of \$1,180.00 and provides the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding;
- A copy of an application for tenancy;

- A copy of a 10 day notice to end tenancy for unpaid rent (the “Notice”) issued on May 6, 2014 with a stated effective vacancy date of May 16, 2014 for \$1,180.00 in unpaid rent; and
- A proof of service of the Notice showing that the Landlord served the Notice to the Tenant on “06/05/14” by posting the Notice on the door.

The Tenant did not make an application to dispute the Notice.

Analysis

Section 5 of the Act provides that the rights, obligations and prohibitions established under the Act are enforceable between a landlord and a tenant under a tenancy agreement. Section 13 of the Act provides that a landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004. In order to make an application under the direct request process, a copy of the tenancy agreement must be provided.

As an application for tenancy is NOT a tenancy agreement, I find that the Landlord has failed to provide a copy of the tenancy agreement and I therefore dismiss the application with leave to reapply. I would encourage the Landlord to use the participatory process should a written tenancy agreement not be available as evidence. I also encourage the Landlord on future applications to clearly indicate a month and day when noting service dates and to ensure that the print on the application clearly spells out the names of the Parties.

Conclusion

The application is dismissed.

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 24, 2014

Residential Tenancy Branch

