



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0947638 BC Ltd  
and [tenant name suppressed to protect privacy]

## **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 21, 2014 the landlord served each 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 each 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 for a month to month tenancy beginning on December 1, 2013 for the monthly rent of \$600.00 due on the 1<sup>st</sup> of each month and a security deposit of \$312.00 was paid. The agreement lists the address of the rental unit as a different address than what is identified in the landlord's Application for Dispute Resolution. In addition, the agreement names a different party as the landlord than either the party who filed the Application for Dispute Resolution or issued the 10 Day Notice to End Tenancy for Unpaid Rent. Finally, the tenancy agreement is signed by only one of the tenants named in the

Application for Dispute Resolution, however it is unclear which named tenant signed the agreement; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 2, 2014 by a property management company not named in either the landlord's Application for Dispute Resolution or the tenancy agreement with an effective vacancy date of May 18, 2014 due to \$600.00 in unpaid rent.

### 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, I find that the documentary evidence submitted with the landlord's Application outlines that the tenancy is between one of the tenants only and another landlord for a different address. The landlord named in the Application for Dispute Resolution has provided no documentary evidence to explain all of these discrepancies in the paper work associated with this tenancy or this Application.

### Conclusion

Based on the above, I dismiss this Application in its entirety with leave to reapply through the Direct Request process providing sufficient information to address all of the documentary discrepancies or through a participatory hearing process.

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 03, 2014

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Residential Tenancy Branch

