



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding; that declared that on June 12, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail, however, the details of the dispute stated in the application for dispute resolution suggest that the tenant no longer resides at the rental unit, but the tenant's wife is staying there.

Based on the written submissions of the landlord, I am not satisfied that the tenant has been duly served with the Direct Request Proceeding documents.

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 and if so, in what amount?

Background and Evidence

The tenancy agreement provided by the landlord was for a three month term commencing January 1, 2014 and ending on March 31, 2014. The tenancy agreement as well as a signed addendum to the agreement provided that the tenant must move out of the rental unit by March 31, 2014. The landlord did not apply for an order for possession based upon provision of the tenancy agreement that required the tenant to move out at the end of the term; instead the landlord served a 10 day Notice to End Tenancy for unpaid rent by posting it to the door of the rental unit on May 28, 2014.

Analysis and conclusion

The Residential Tenancy Policy guideline that addresses direct request applications provides as follows:

The Legislation limits the direct request process to applications for Orders of Possession and Monetary Orders concerning unpaid rent. Requests to keep the security deposit or for compensation for damages are considered through the conventional dispute resolution process.

ONUS ON THE LANDLORD

The landlord must provide, when making an application for dispute resolution, copies of:

- the tenancy agreement;
- documents showing changes to the tenancy agreement or tenancy, such as rent increases, or changes to parties or their agents;
- documents supporting the amount of rent due, such as rent ledger or receipt book;
- the 10-Day Notice to End Tenancy for Unpaid Rent (this is often considered proof that the tenant did not pay rent); and,
- proof that the landlord served the tenant with the 10-Day Notice to End Tenancy for Unpaid Rent.

Because the tenancy agreement was for a fixed term that ended on March 31, 2014, I find that this is not an appropriate matter for a direct request proceeding. I find as well that the landlord has not proved on a balance of probabilities that the tenant has been served with the Notice of Direct Request Proceeding. This application is dismissed without leave to reapply. If the landlord wishes to pursue a claim for an order for possession or for a monetary claim he should make a new application for dispute resolution to proceed as 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 23, 2014

Residential Tenancy Branch

