



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* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 19, 2014, at 3:29 p.m., the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail to the Tenant at the rental unit. The Landlord provided a copy of the registered mail receipt and tracking numbers in evidence.

Based on the Landlord's written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order for unpaid rent?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of page one of a residential tenancy agreement which was signed by the parties on February 28, 2014, indicating a monthly rent of \$750.00; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 4, 2014, with a stated effective vacancy date of June 14, 2014, for \$750.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid. The documentary evidence indicates that the Landlord served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on June 4, 2014, at 7:41p.m. The Proof of Service document is signed by a witness.

Analysis

A Direct Request is a limited expedited procedure for obtaining an Order of Possession when a tenant has not paid rent. Decisions are based on written documentation only. Certain documents are required, including a copy of the tenancy agreement between the parties.

In this case, the Landlord submitted a copy of the first page of the tenancy agreement only, which indicates that the agreement is "subject to all the terms and conditions as set out in SCHEDULE "A"". A copy of "Schedule A" was not provided. There is no indication on the first page of the tenancy agreement with respect to the day that rent is due under the tenancy agreement.

Conclusion

I find that the Landlord did not provide a sufficient evidence (a complete copy of a tenancy agreement between the parties) to indicate what day rent is due under the tenancy agreement; and therefore I cannot make findings with respect to the validity of the Notice to End Tenancy. The Landlord's application is **dismissed. The Landlord is at liberty to re-apply for either:**

- **a Direct Request Proceeding if he provides a complete copy of a tenancy agreement that complies with the requirements of the Act; or**
- **a participatory Hearing, in the event that no such document exists.**

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: July 02, 2014

Residential Tenancy Branch

