



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DIRECT REQUEST DECISION**

Dispute Codes: OPR, MNR

### Introduction

This application proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act. The landlord seeks an Order of Possession and a monetary order for rental arrears based on a 10-Day Notice to End Tenancy for Unpaid Rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 16, 2014 at 1:47 p.m., the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act, (*the Act*), determines that a document is deemed to have been served on the fifth day after it was sent.

Based on the written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord is entitled to an Order of Possession for unpaid rent and a monetary Order for unpaid rent pursuant to sections 55 and 67 of the Act?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding and Proof of Service of the Ten-Day Notice, verifying service to the tenant,
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 7, 2014 for \$934.08.00 in rental arrears, and
- A copy of a document titled "*TENANT'S TENANCY AGREEMENT*" signed by the tenants on March 16, 2005, confirming that the rent was \$700.00 per month, due on the first day of each month.

- A copy of a Notice of Rent Increase dated September 15, 2013 increasing the rent from \$818.00 to 849.08.

### **Preliminary Matter**

This is an application to proceed by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2)(b) of the Act.

The Fact Sheet containing directions and the requirements to qualify to apply for a resolution under this section indicates that the following mandatory documentation must accompany the Application:

- Copy of the 10 Day Notice to End Tenancy
- Copy of the Tenancy Agreement
- Proof of Service of the 10 Day Notice to End Tenancy

Section 13 sets out the mandatory terms that must be included in a tenancy agreement. The Act requires that a tenancy agreement must be signed and dated by both the landlord and the tenant.

I find that, while this application did include a copy of a tenancy agreement, the tenancy agreement was not compliant with section 13 of the Act as it was not signed and dated by both parties.

Therefore, I find that the landlord did not submit the required documents to qualify for a direct request dispute resolution proceeding. As a result, I find that this matter cannot proceed through the ex parte direct request process.

In addition to the above, I find that the landlord has only included a copy of the latest Notice of Rent Increase and neglected to include any copies of previous Notices of Rent Increase.

Given that the documentation submitted by the landlord is incomplete for the purpose of a Direct Request proceeding, I find it necessary to dismiss this application with leave to reapply.

The landlord is at liberty to make an application to pursue this matter through a regular teleconference hearing.

I hereby dismiss the landlord's application with leave to reapply for a participatory hearing.

**Conclusion**

The landlord is not successful in the Direct Request application, and it is dismissed with leave to reapply for 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: August 07, 2014

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Residential Tenancy Branch

