



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 (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 August 13, 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 5th day after it is mailed.

Based on the written submissions of the landlord, I find that both tenants have 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 which was signed by the tenants only on January 1, 2014 and January 28, 2014 for a month to month tenancy beginning on January 15, 2014 for the monthly rent of \$800.00 due on the 1st of each month and a security deposit of \$400.00 was paid;
- A copy of a 6th page of 6 of a residential tenancy agreement which was signed by the tenants on January 1, 2014 and January 28, 2014 and by the landlord on August 12, 2014; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on August 2, 2014 with an effective vacancy date of August 13, 2014 due to \$800.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of August 2014 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door or other conspicuous place on August 2, 2014 at 6:20 p.m. and that this service was witnessed by a third party.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

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 evidence submitted by the landlord I find the landlord has provided a copy of one tenancy agreement that is not signed by all parties to the tenancy. In addition, the landlord has submitted the 6th page of a tenancy agreement that is signed by all of the parties but no other details of the tenancy agreement were provided.

I also note that the 6th page that was submitted also contains the tenant's signatures from two dates in January and the landlord signed this page on August 12, 2014 or 10 days after issuing the 10 Day Notice to End Tenancy for Unpaid Rent.

As such, I cannot determine whether the landlord has submitted a current tenancy agreement or just part of one; or whether the landlord reinstated the tenancy on August 12, 2014 when he signed page 6 of a tenancy agreement. Therefore, I find the landlord's Application is not suitable for adjudication through the Direct Request Process.

Conclusion

Based on the above, I dismiss the landlord's Application for Dispute Resolution with leave to reapply 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: August 19, 2014

Residential Tenancy Branch

