



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Northern Property
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 November 6, 2014 at 8:30 a.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally and that this service was witnessed by a third party.

Based on the written submissions of the landlord, I find that the 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 which was signed by the tenant and another landlord sometime in February 2012 for a 1 year fixed term tenancy beginning on March 1, 2012 that converted to a month to month tenancy on April

1, 2013 for the monthly rent of \$810.00 due on the 1st of each month and a security deposit of \$405.00 was paid;

- A copy of a document entitled “Bill of Sale” dated June 22, 2012 naming the former landlord as the vendor and NPR Limited Partnership as the purchaser; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued listing Northern Property as the landlord on October 22, 2014 with an effective vacancy date of November 4, 2014 due to \$1,377.80 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the continuously since January 2013 to present and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on October 22, 2014 at 12:24 p.m. and that this service was witnessed by a third party.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant 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.

While the landlord has submitted confirmation that the residential property was sold after the previous landlord and the tenant entered into the tenancy agreement, the purchaser named in the “Bill of Sale” is not the name of the landlord provided on either the 10 Day Notice to End Tenancy for Unpaid Rent issued on October 22, 2014 or the landlord named as the applicant on the Application for Direct Request.

As a result, I cannot determine if the party applying for the order of possession and the monetary order against the tenant is a party to the tenancy. Therefore, I find the

landlord's Application for Direct Request, as submitted is not suitable to be adjudicated through the Direct Request process.

Conclusion

For the reasons noted above, I dismiss this Application for Direct Request in its entirety with leave to reapply either through the participatory hearing process or by Direct Request if the landlord cannot provide confirmation as to who the landlord should be that is named in both the Notice to End Tenancy and the Application for Direct Request.

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: November 07, 2014

Residential Tenancy Branch

