



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLLIERS INTERNATIONAL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPR, MNR

### Introduction and preliminary matter

This non-participatory matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), via the documentary submissions only of the landlord, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit and a monetary order for unpaid rent, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice").

The landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declares that on October 27, 2014, the landlord served each respondent/tenant with the Notice of Direct Request Proceeding, including the landlord's application, by registered mail. Pursuant to section 90 of the Act, the documents were deemed served 5 days later.

In addition to other documentary evidence, the landlord submitted a tenancy agreement listing the two respondents as tenants; however, only one signature appeared on the signature page of the tenancy agreement. Additionally, the tenancy agreement submitted by the landlord did not make clear that a landlord signed the document. I note that each page of the tenancy agreement submitted by the landlord was compressed to show two to a page.

### Analysis and Conclusion

The direct request procedure is based upon written submissions only. Accordingly, written submissions must be sufficiently complete, clear, and must comply with the requirements of the Act in order to succeed. One of the documents that must be submitted in order to qualify for the direct request procedure is a written, signed tenancy agreement complying with the Residential Tenancy Regulation, as required by section

13(2) of the Act, which states that the tenancy agreement be signed by the landlord and the tenant, pursuant to section 12(1)(b) of the Residential Tenancy Regulation.

In the case before me, I could not determine which respondent may have signed the tenancy agreement. The signature was illegible and there was not a printed name to denote which respondent/tenant signed the tenancy agreement. I could therefore not determine which respondent/tenant is responsible under the tenancy agreement and therefore the Act.

Additionally, although there may be a signature of a landlord, I could not be certain, due to the illegible mark, the lack of a printed name, and the small size of the evidence.

As described above, I therefore find the landlord's application under the direct request proceeding to be deficient. I therefore I dismiss the landlord's application with leave to reapply.

The landlord should not apply for a direct request proceeding unless all documents are prepared in accordance with the Act and Regulations. Therefore, the landlord may wish to submit a new application through the normal dispute resolution process which includes 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: November 12, 2014

---

Residential Tenancy Branch

