



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WHITWORTH HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on November 18, 2014 the landlord sent the Notice of Direct Request Proceeding and supporting documents to each tenant at the rental unit using registered mail. The landlord provided registered mail receipts, including tracking numbers, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing.

Based on the written submissions of the landlord, I find that the tenants have been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

Included in the landlord's evidentiary material was:

- A residential tenancy agreement for a different rental unit indicating the parties commenced a tenancy for that unit starting June 1, 2014 for the monthly rent of \$895.00 for a fixed term set to expire May 31, 2015.
- A document entitled Addendum to Rental Agreement for Change of Unit which indicates the tenants would be moving to a townhouse unit as of September 1, 2014 for a monthly rent of \$985.00; however, the tenants did not sign the document in the space provided

- A ledger for the months of September, October and November 2014 showing the tenants gave varying amounts of rent to the landlord for the townhouse unit including \$945.00; \$985.00; and, \$995.00.

I note that on page 1 of the tenancy agreement the original rental unit number was crossed out and replaced with the townhouse unit number and at the bottom of page was a handwritten notation "Lease transferred to unit #10 for Aug 1/14". These changes were not initialed or otherwise acknowledged in writing by the tenants.

Analysis

The Direct Request procedure is based upon written submissions of the landlord only. In order to succeed under the Direct Request procedure the landlord must produce a copy of a valid tenancy agreement, among other documents and the landlord's submissions must also be sufficiently clear, consistent and compliant with the Act as the Arbitrator considering the Application for Direct Request can make no assumptions.

In the absence of the tenants' signature on the Addendum to Rental Agreement for Change of Unit or on the altered tenancy agreement; and, considering the inconsistencies in the submissions as to when the tenants changed units and the varying amounts of rent the tenants presented to the landlord since September 2014, I find this Application cannot proceed under the Direct Request procedure.

Therefore, I dismiss the landlord's Application with leave to reapply for a participatory hearing.

Conclusion

The landlord's Application 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: November 27, 2014

Residential Tenancy Branch

