



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes OPR, MNR

### Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 8, 2014, the landlord served the respondents with the Notice of Direct Request Proceeding via registered mail. Canada post tracking numbers were provided as evidence.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later.

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

### Issues to be Decided

The issues to be decided are whether the landlords are entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

### Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a rental agreement which was signed by the applicant (AG) on February 2, 2012.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on October 15, 2014 with a stated effective vacancy date of October 25, 2014 for \$8,200.00 in unpaid rent.

### Analysis

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision, with that the landlord must follow and submit documentation exactly as the *Act* prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference.

In this case before me, I find the rental agreement is deficient and leave items open for interpretation. Although the document is titled rental agreement it appears to be a rental application, or a combination of both, which I cannot determine by the document for several reasons.

The document indicates that if this offer is accepted by the owner, I/we hereby covenant and agreed as follows. However, the document does not list the owner, nor is the document signed by the owner as accepted.

All thought there is a signature of witness, that signature is not the landlords and is simply acting as a witness to the application being signed by the respondent AG. Further, I note the signature of the witness is also by the printed name of the respondent TW, however, TW did not signed the document and I am unable to determine if TW was even present when the application was made.

In light of the above, I find the direct request process is not appropriate for this application. The landlord's application is dismissed with leave to reapply through the normal participatory hearing process.

### Conclusion

The landlord's application is dismissed with leave to reapply.

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: December 16, 2014

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Residential Tenancy Branch

