



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            OPRM-DR

### Introduction

The Landlord seeks an Order for Possession and an Order for payment of unpaid rent. The matter is filed as a Direct Request Proceeding. For the reasons as set out below the application must be dismissed, with leave to reapply.

### Issue(s) to be Decided

As a preliminary issue, I need to determine if I have evidence before me that meets the requirements of the *Residential Tenancy Act* ("RTA"), which will allow me to make findings of fact on a Direct Request Proceeding. The onus is on the party who is asking to proceed via this process to ensure that all and proper materials are before me in accordance with the requirements as set out in the RTA and related Policy Guidelines

### Background and Evidence

Pursuant to section 55(4) of the RTA, the decision in this matter was made without a participatory hearing. The decision is therefore based on a 10 Day Notice to End Tenancy and the written submissions of the Landlord.

Policy Guideline 39 C3 sets out the required contents of the Notice of Dispute Resolution Package that must be served by the Landlord on the Tenant. One of the specific requirements is a copy of the written tenancy agreement.

Sections 13 (2) of the RTA sets out the requirements for a tenancy agreement that must be included in the document.

### Analysis

In the present case, the written tenancy agreement is deficient and does not meet the requirements of Section 13 (2) of the RTA as:

- It does not set out the proper address of the rental unit as there is no street name or City stated;
- It does not set out the correct legal names of the landlord and the tenant – only the first initial of the landlord and one tenant, along with their last names are set out;
- The purported tenant "L W" is not mentioned in the tenancy agreement;
- The signature of the landlord is not dated or witnessed;

- The date of signature by the tenant does not note the year it was signed.

Section 13 (1) of the RTA confirms that it is the obligation of the landlord to prepare the written tenancy agreement in accordance with section 13 (2).

Because of the omissions and deficiencies in the tenancy agreement the address of the rental unit as well as the names of the landlord and the tenants do not match the information as set out in the Application for Dispute Resolution, the 10 Day Notice or for that matter, any other documentation submitted by the landlord.

In an ex parte Direct Request Proceeding, the onus is on the landlord to ensure that all evidentiary material filed is in accordance with the prescribed criteria as to form and content and, that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the landlord cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

Here the landlord has not met the onus as set out above and, as this is the Application of the landlord seeking to recover both possession of the premises and a monetary reward via a Direct Request Proceeding, where the only evidence before me in in writing, I am not able to proceed based on the tenancy agreement as filed.

### Conclusion

The application is dismissed with leave to reapply as there is a fundamental issue with the tenancy agreement that will require a participatory hearing to resolve.

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: March 29, 2018

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Residential Tenancy Branch