



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

This matter proceeded by way of an *ex parte* 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 for the rental unit based on unpaid rent, a monetary order for unpaid rent, and recovery of the filing fee.

The landlord submitted a copy of a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 1, 2019, the landlord served the tenant the Notice of Direct Request Proceeding by registered mail. The landlord provided a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the Act, I find that the tenant was deemed to have been served with the Direct Request Proceeding documents on May 6, 2019, the fifth day after their registered mailing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession due to unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the tenant on September 12, 2018, and, on the landlord's signature line, by JL, whose name does not appear in any other document submitted by the landlord. In clause 7 of

the tenancy agreement, monthly rent was \$2150.00, due on the first day of the month thereafter, and in clause 9(A), monthly rent appears to be \$2050.00;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) dated April 7, 2019, for \$2150.00 in unpaid rent. The Notice provides that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of April 19, 2019;
- A copy of a signed and witnessed Proof of Service of the Notice to End Tenancy form which indicates that the Notice was served to the tenant by personal delivery and by attaching the Notice to the door on April 9, 2019; and
- A Direct Request Worksheet showing the rent owing in the amount of \$2180.00.

Analysis

I have reviewed all documentary evidence of the landlord.

In this review, I note that the landlord/applicant is listed on the title page of this Decision and in the tenancy agreement as BY; however, the tenancy agreement reflects the signature of JL. There is no signed authorization of representation from BY and JL and I therefore am unable to conclude that the two parties were in a landlord/landlord’s agent relationship. Further, I find there is a discrepancy in the actual amount of monthly rent owed, as there is an inconsistency in the terms of the monthly rent within the tenancy agreement itself, as noted above.

Further, due to the inconsistent amount listed for monthly rent, I am unable to determine if the amount of unpaid rent listed in the Notice is a correct amount owed by the tenant.

I also find there is a discrepancy in the Direct Request Worksheet showing rent owed and the amount of unpaid rent listed on the Notice.

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision, and as such, the landlord must follow and submit documentation exactly as the Act and Residential Tenancy Policy Guideline 39 prescribes. There can be no inconsistencies or discrepancies in the written submissions being left open to interpretation or inference as there is no participatory hearing which would provide an opportunity for me to clarify any discrepancies.

I find that the landlord has not met the requirements of the Act by the noted discrepancies and inconsistencies in the tenancy agreement and I therefore find this application cannot proceed under the Direct Request process.

I hereby dismiss the landlord's application, with leave to reapply through the normal participatory hearing process.

I do not grant the filing fee as I find this application is not suitable under the Direct Request process.

Conclusion

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

The landlord may wish to submit a new application through the normal dispute resolution process, which includes a participatory hearing, to explain any discrepancies and inconsistencies.

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: May 8, 2019

Residential Tenancy Branch