



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 landlords for an order of possession of the rental unit based on unpaid rent, for a monetary order for unpaid rent and future unpaid rent, and for recovery of their filing fee paid for this application.

The landlords submitted a copy of a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 27, 2019, the landlords served the tenant the Notice of Direct Request Proceeding by registered mail to the rental unit. 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 landlords and in accordance with sections 89(1) and 90 of the Act, I accept the tenant was deemed served with the Direct Request Proceeding documents on October 2, 2019, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the landlords 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 and recovery of the filing fee pursuant to sections 67 and 72 of the *Act*?

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of an unsigned residential tenancy agreement on the Residential Tenancy Branch (“RTB”) form and a 1 page document entitled “Rental Agreement between”, which had the tenant’s contact information, workplace address, the tenant’s date of birth, and a reference;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) dated September 12, 2019, for \$800.00 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. The Notice did not list an effective vacancy date;
- A copy of a signed Proof of Service of the Notice to End Tenancy form which indicates that the Notice was served to the tenant by leaving it in his mailbox on September 9, 2019; and
- A Direct Request Worksheet showing the rent owing for September, October and November, 2019, in the amount of \$800.00 each.

In the landlords’ application, they also said that the tenant took the original copy of the tenancy agreement to the Ministry of Social Welfare and that he never returned the copy. Additionally, in the landlords’ application, they listed a different dispute address than the addresses listed on the tenancy agreement, the rental agreement and the Notice.

Analysis

I have reviewed all documentary evidence of the landlords.

Section 13(2)(c) of the Act requires that tenancy agreements, among many other requirements, list the address of the rental unit. The landlords’ application mentions a different rental unit address than the one they listed on their other supporting documentary evidence.

Additionally, the landlords did not provide a signed copy of the written tenancy agreement and the attached Rental Agreement appears to be in fact, an application for tenancy.

I also find the Notice contained a deficiency in that the landlords failed to provide an effective move-out date when the tenancy would end.

The Direct Request process is a mechanism that allows a landlord to apply for an expedited decision, and as such, landlords 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. One requirement is a signed tenancy agreement.

For all the reasons above, I find that the landlords have not submitted documents which meet the requirements of the Act by the deficiencies in the tenancy agreement and other supporting documentary evidence.

I therefore find this application cannot proceed under the Direct Request process.

I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent which is the subject of this application is without force or effect.

The landlords are reminded they may not apply for future unpaid rent in an application under the Direct Request process.

Conclusion

The landlords' application under the Direct Request process for an order of possession of the rental unit is dismissed.

The landlords' application for a monetary order for unpaid rent is dismissed with leave to reapply.

The landlords may wish to submit a new application through the normal dispute resolution process which includes a participatory hearing to explain any discrepancies in their documentary evidence as discussed in this Decision.

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: October 9, 2019

Residential Tenancy Branch