



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNNY KEN DEVELOPMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, FFL

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 based on unpaid rent and an order granting recovery of the filing fee.

In an *ex parte* Direct Request Proceeding, the onus is on the landlord to ensure that all submitted evidentiary material is in accordance with the prescribed criteria 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.

Policy Guideline #39 confirms that a landlord must provide a copy of the written tenancy agreement when making an application for dispute resolution through the Direct Request process. The language in Policy Guideline #39 is mandatory.

Section 13 of the *Act* confirms that a tenancy agreement must comply with any requirements prescribed in the regulations. A tenancy agreement must also set out terms of the agreement, including: the names of the landlord and tenant; the address of the rental unit; the date the tenancy agreement is entered into; the date on which the tenancy starts; the amount of rent payable; which services and facilities are included in the rent; and the amount of any security deposit or pet damage deposit; the date the security deposit or pet damage deposit was or must be paid.

In this case, the Landlord submitted a blank tenancy agreement which does not comply with the requirements of the *Act*, the Residential Tenancy Regulation, or Policy Guideline #39. I find the Landlord has failed to provide a copy of the written tenancy

agreement meets the standard necessary to proceed via Direct Request Proceeding. Therefore, I find the Landlord's request for an order of possession based on unpaid rent is dismissed with leave to reapply.

As the Landlord has not been successful, I find the Landlord's request for an order granting recovery of the filing fee paid to make the application is dismissed without 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: January 8, 2021

Residential Tenancy Branch