



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes OPRM-DR, OPR-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 and a monetary order based on unpaid rent, and an order granting recovery of the filing fee.

The Landlord submitted a signed Proof of Service - Notice of Direct Request Proceeding which declares that on December 18, 2020, the Landlord served the Tenant with the Notice of Direct Request Proceeding and supporting documents by registered mail. The Landlord provided a copy of Canada Post receipts 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 the Tenant is deemed to have received these documents on December 23, 2020, five days after they were mailed.

### Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?
2. Is the Landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?
3. Is the Landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord submitted a copy of a residential tenancy agreement which was signed on January 29, 2020, indicating a monthly rent of \$550.00, due on the first day of each month for a tenancy commencing on February 1, 2020. The name of the landlord as it appears on the tenancy agreement does not match the name of the Landlord in this application.

### Analysis

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 provides that a landlord's application for dispute resolution through the Direct Request process must include "documents showing changes to the tenancy agreement or tenancy, such as rent increases, or changes to parties or their agents". The language in Policy Guideline #39 is mandatory.

I have reviewed all documentary evidence submitted and I find that the name of the landlord as it appears on the tenancy agreement does not match the name of the Landlord on the Application for Dispute Resolution. There is also no evidence or documentation showing that the Landlord is the owner of the rental property or is otherwise entitled to any orders that may result from this application.

As this is an *ex parte* proceeding that does not allow for any clarification of the facts, I must be satisfied with the documentation presented. The discrepancy in the name of the landlord raises a question that cannot be addressed in a Direct Request Proceeding.

For this reason, the Landlord's requests for an order of possession and a monetary order for unpaid rent are dismissed with leave to reapply.

As the Landlord was not successful, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application. This aspect of the application is dismissed without leave to reapply.

Conclusion

I dismiss the Landlord's application for an order of possession and a monetary order for unpaid rent with leave to reapply.

I dismiss the Landlord's application to recover the filing fee paid for this application 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 11, 2021

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Residential Tenancy Branch