



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ORR DEVELOPMENT CORP. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPR-DR, MNR-DR**

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.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on July 15, 2021, the Landlord personally served the Respondent the Notice of Dispute Resolution Proceeding - Direct Request. The Respondent signed the Proof of Service Notice of Direct Request Proceeding to confirm that they received it.

Based on the written submissions and evidence of the Landlord and in accordance with sections 89(1) and 90 of the *Act*, I find that the Direct Request Proceeding documents were served to the Respondent on July 15, 2021.

Issues to be Decided

Is the Landlord entitled to an order of possession for 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*?

Preliminary Matter

Pursuant to [Policy Guideline 39 Landlord's Direct Requests](#), the Landlord must provide the written tenancy agreement for an *ex parte* Direct Request Proceeding. The Landlord

submitted a copy of a residential tenancy agreement signed by the Landlord and a Tenant on August 6, 2020.

The name of the Tenant in the tenancy agreement does not match the name of the Respondent of the Landlord's Application for Dispute Resolution.

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 #43 on Naming Parties provides the following information:

A. LEGISLATIVE FRAMEWORK

The Residential Tenancy Act and the Manufactured Home Park Tenancy Act (the Legislation) require Applications for Dispute Resolution to include the full particulars of the dispute that is subject to the dispute resolution proceedings.

Parties who are named as applicant(s) and respondent(s) on an Application for Dispute Resolution must be correctly named.

If any party is not correctly named, the director's delegate ("the director") may dismiss the matter with or without leave to reapply. Any orders issued through the dispute resolution process against an incorrectly named party may not be enforceable

The discrepancy between the Tenant name on the written tenancy agreement and the Respondent name on the Application for Dispute Resolution raises the question of whether the Respondent is correctly named and this question cannot be resolved in an *ex parte* proceeding.

Conclusion

I dismiss the Landlord's Application for Dispute Resolution with 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: July 29, 2021

Residential Tenancy Branch