



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR-DR, MNR-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 to obtain an Order of Possession based on unpaid rent, to obtain monetary compensation for unpaid rent, and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the applicant(s) on June 15, 2022.

The applicant(s) submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on June 29, 2022, the applicant(s) sent Tenant C.D. the Notice of Dispute Resolution Proceeding - Direct Request by e-mail. The applicant(s) provided a copy of the outgoing e-mail containing the Direct Request documents as attachments to confirm this service in fact took place on June 30, 2022. The applicant(s) also submitted a copy of an Address for Service form which was signed by Tenant C.D. on June 20, 2022, indicating that Tenant C.D. agreed to receive documents by e-mail.

Based on the written submissions of the applicant and in accordance with sections 43(2) and 44 of the *Residential Tenancy Regulation*, I find that the Direct Request Proceeding documents were served on June 30, 2022 and are deemed to have been received by Tenant C.D. on July 3, 2022, the third day after their e-mailing.

I find the applicant(s) did not submit a copy of a Proof of Service Notice of Direct Request Proceeding form to establish service of the Direct Request documents to Tenant S.C. In its place, I find that a duplicate copy of the evidence for Tenant C.D. was uploaded.

### Issue(s) to be Decided

Is the applicant(s) entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the applicant(s) entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the applicant(s) 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 applicant(s) submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which names a landlord who is not the applicant(s) and was signed by Tenant C.D. on September 12, 2013, indicating a monthly rent of \$1,660.00, due on the first day of each month for a tenancy commencing on October 1, 2013
- A copy of three Notice of Rent Increase forms showing the rent being increased from \$1,660.00 to the monthly rent amount of \$1,834.49
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 6, 2022, for \$1,887.01 in unpaid rent. The 10 Day Notice provides that the tenants 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 June 14, 2022
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenants' door at 1:30 pm on June 6, 2022
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy

### Analysis

In an *ex parte* Direct Request Proceeding, the onus is on the applicant 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 applicant 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.

I have reviewed all documentary evidence and I find that the landlord's name on the tenancy agreement does not match the landlord's name(s) on the Application for

Dispute Resolution. There is also no evidence or documentation showing that the applicant(s) 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 have to be satisfied with the documentation presented. The discrepancy in the landlord's name raises a question that cannot be addressed in a Direct Request Proceeding.

For this reason, the applicant's request for an Order of Possession and a Monetary Order for unpaid rent is dismissed with leave to reapply.

As the applicant was not successful in this application, I find that the applicant is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I dismiss the applicant's request for an Order of Possession and a Monetary Order for unpaid rent with leave to reapply.

I dismiss the applicant's request 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: July 20, 2022

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Residential Tenancy Branch