



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 19, 2011, the Landlord served the Tenant with the Notice of Direct Request Proceeding, via registered mail. Canada Post receipts were provided in the Landlord's evidence and the Tenant is deemed to have been served on August 24, 2011, five days after they were mailed in accordance with section 90 of the Act. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order under section 55 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant; and
- A copy of a fixed term Tenancy Agreement that began on March 27, 2011 and ended on June 1, 2011. Both parties initialed the tenancy agreement at section 4D which states that at this time the tenancy is ended and the tenant must vacate the rental unit. Rent was payable on the first of each month in the amount of \$575.00 and a security deposit of \$287.50 was to be paid.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, August 4, 2011, with an effective vacancy date of August 17, 2011 due to \$575.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the Tenant's door on August 4, 2011 at 4:00 p.m. in the presence of a witness.

Analysis

The Landlord has provided a copy of a written fixed term tenancy agreement that ended on June 1, 2011. There is no evidence before me to support the parties entered into another written tenancy agreement as required under section 13(1) of the *Residential Tenancy Act*. Although terms of a tenancy agreement may continue verbally after the end of a fixed term, this can only be determined at a participatory hearing.

Based on the aforementioned I find the Landlord's application does not meet the requirements of the Direct Request process and I dismiss the application with leave to reapply for a participatory hearing.

Conclusion

I HEREBY DISMISS the Landlord's application, 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: August 29, 2011.

Residential Tenancy Branch