



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of 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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 1, 2011, the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued to the person listed as an occupant on the tenancy agreement, on July 4, 2011, with a stated effective vacancy date of July 14, 2011, for \$1,240.00 in unpaid rent; and
- A copy of the Proof of Service of the Notice of Direct Proceeding for the person listed as an occupant on the tenancy agreement.

Documentary evidence filed by the landlord indicates that the adult occupant had failed to pay rent due for June and July, 2011, in the amount of \$1,240.00.

The tenancy agreement submitted into evidence by the Landlord was signed by someone not listed in the application or Notice to End Tenancy. Additionally, the

tenancy agreement was signed by someone listed on that document as an adult occupant, not a tenant. The start date of the tenancy was not filled in. Further, the landlord submitted notices of a rent increase to the person listed in the tenancy agreement as the Tenant, but not to the person listed in the application or the Notice to End Tenancy.

Analysis

The landlord has provided a tenancy agreement which does not list the respondent/tenant as a Tenant. Further the notices of a rent increase were issued to the person listed as the Tenant, and not the respondent.

I therefore am not able to determine that the respondent owed the landlord any money for rent pursuant to a tenancy agreement.

Due to the inconsistencies in the documents, I am not able to determine that this respondent was obligated to this landlord to pay rent. I therefore find that this application does not meet the requirements for the Direct Request process and I hereby dismiss the landlord's application without leave to reapply.

Conclusion

I HEREBY ORDER that the 10 Day Notice to End Tenancy issued for Unpaid Rent and dated July 4, 2011, is without force or effect.

I HEREBY DISMISS the landlord's 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: September 09, 2011.

Residential Tenancy Branch