



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order due to unpaid rent. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 21, 2012 the landlord served the female tenant with the Notice of Direct Request Proceeding via registered mail and the male tenant personally at 3:11 p.m. the same day. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

Based on the written submissions of the landlord, I find that the tenants have been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Act*.

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, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on October 1, 2011 for a 1 year fixed term tenancy beginning on October 1, 2011 for the monthly rent of \$650.00 due on the 1st of each month and a security deposit of \$337.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 4, 2012 with an effective vacancy date of September 14, 2012 due to \$675.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of September 2012 and for an additional amount of \$25.00 not described in the landlord's Application or evidence and that the tenants were served the

10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on September 4, 2012 at 3:41 p.m. and that this service was witnessed by a third party.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all documentary evidence and cannot determine why the 10 Day Notice to End Tenancy for Unpaid rent listed \$675.00 as the unpaid rent when rent according to the tenancy agreement is \$650.00. As the landlord has elected to pursue this Application through the Direct Request process I am not able to question either of the parties as to why this would be the amount on the Notice.

As such, I find the Direct Request process is not suitable to adjudicate this application, as submitted.

Conclusion

For the reasons noted above, I dismiss this Application in its entirety with leave to reapply through the participatory hearing process or by Direct Request if the landlord can provide sufficient documentation to clarify the matters raised above.

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 27, 2012.

Residential Tenancy Branch