



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 May 24, 2013 the landlord served both tenants with the Notice of Direct Request Proceeding personally.

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 May 3, 2013 for a 1 year fixed term tenancy beginning on April 1, 2013 for the monthly rent of \$2,200.00 due on the 1st of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 18, 2013 with an effective vacancy date of May 30, 2013 due to \$4,766.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed in the amount of \$4,766.00 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent personally to both tenants on May 18, 2013 at

10:30 a.m. and that this service was acknowledged by both tenants by signing the landlord's proof of service document.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant 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 find that I am unable to determine what periods of time rent was unpaid and how the amount of rent is totalled. The tenancy agreement states the tenancy began on April 1, 2013 for a monthly rent of \$2,200.00 per month and yet the amount noted in the 10 Day Notice states rent owed on May 1, 2013 was \$4,766.00.

As only two rental periods have elapsed since the tenancy began I find, without any additional documentary evidence or explanation I cannot determine the amount of rent owed, if any. As such, I find the landlord's Application is not suitable for adjudication through the Direct Request process.

Conclusion

For the reasons noted above, I dismiss the landlord's Application in its entirety with leave to reapply through a participatory hearing process.

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: May 28, 2013

Residential Tenancy Branch

