Dispute Resolution Services

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 June 5, 2013, the landlord served the tenants with the Notice of Direct Request Proceeding via registered mail. Canada post tracking numbers were provided as evidence.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later.

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

Preliminary Issue

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision, with that the landlord must follow and submit documentation exactly as the *Act* prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference.

In this case, The 10 Day Notice to End Tenancy for Unpaid Rent does not comply with section 52 of the Act, as the landlord has failed to state an effective date of the notice. Therefore, I find the notice is not a valid notice under the Act and has no force or effect. The landlord's application for an order of possession is dismissed. The landlord is at liberty to serve the tenant with a new 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord also seeks a monetary order for unpaid rent; however, I find there is a discrepancy in their documents.

The landlord writes in their application that the "Rent is $1,250.00 per month. First six months of the year only $2,350.00 was paid. Total owed $7,500. So $5,150 is owed to the end of June 2013."

[Reproduced as written.]

In this case, the 10 Day Notice to End Tenancy for Unpaid Rent indicated as of May 27, 2013, the tenants owed $4,400.00, in outstanding rent. The details of dispute indicate a further month of rent was due for June, which leaves a balance of rent owed of $5,650.00. This calculation conflicts with the landlord's details of dispute as they write $5,150.00, is owed for unpaid rent leaving a discrepancy of $500.00.

This discrepancy could be a miscalculation or there may have been a payment of rent made after the notice was served and that payment was included in the amount of $2,350.00, without indicating that in their application. As a result, I am unable to determine the actual amount owed. Therefore, landlord's application for a monetary order for unpaid rent is dismissed 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: June 10, 2013

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Residential Tenancy Branch