



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 August 16, 2013 at 5:00 p.m. the landlord served each tenant with the Notice of Direct Request Proceeding personally.

Based on the written submissions of the landlord, I find that the each tenant has 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 part of a residential tenancy agreement which was signed by the parties on January 29, 2013 for a 1 year and 1 day fixed term tenancy beginning on February 1, 2013 for the monthly rent of \$1,350.00 due on the 1st of each month with a security deposit of \$500.00 and a pet damage deposit of \$500.00 required; and

- A copy of the first page of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 24, 2013 with an effective vacancy date of August 3, 2013 due to \$1,350.00 in unpaid rent and unpaid pet damage deposit and unpaid security deposit.

Documentary evidence filed by the landlord indicates the tenants failed to pay the deposits that were due by February 15, 2013 and the full rent owed for the month of July 2013 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 July 24, 2013 at 2:30 p.m. and that this service was witnessed by a third party.

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

Direct Request proceedings are conducted when a landlord issues a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenant(s) has not filed an Application for Dispute Resolution seeking to cancel the Notice within 5 days of receiving the Notice. The proceeding is conducted *ex parte* and based solely on the paperwork provided by the applicant landlord.

Because the hearing is conducted without the benefit of having a participatory hearing in which I might question either of the parties if something is unclear in the paperwork all documents submitted must be complete and clear. In addition, because this proceeding is to deal only with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities any other monetary matters cannot be heard.

As the landlord has not provided a complete copy of the tenancy agreement (pages 4 & 5 are missing); or a complete copy of the 2 page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; and the landlord is seeking compensation, in part, for the tenants to pay a pet damage deposit and a security deposit which is not considered rent I find the Application before me is not suitable to be adjudicated through the Direct Request process.

Conclusion

For the reason noted above, I dismiss the landlord's Application in its entirety 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 21, 2013

Residential Tenancy Branch