



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KARIMI HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OPR

### Introduction

This matter was conducted 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 27, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery at the rental unit, in the presence of the resident manager.

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

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request;
- A copy of a residential tenancy agreement which was signed by the resident manager and the tenant on August 17, 2010, indicating a monthly rent of \$630.00 due on the 1<sup>st</sup> day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 6, 2013 with a stated effective vacancy date of July 16, 2013, for \$640.00 in unpaid rent as of July 1, 2013; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the resident manager gave the tenant the 10 Day Notice on July 6, 2013, as acknowledged by the tenant's signature.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

In filing this Application for Dispute Resolution the landlord did not request a Monetary Order for unpaid rent. Nor, did the landlord provide any indication as to whether the outstanding rent remained outstanding at the time of filing or whether it had been paid more than five days after the 10 Day Notice was received by the tenant.

### Analysis

It is upon every applicant to provide sufficient particulars and evidence to support their claims when filing their Application for Dispute Resolution. Where an Application is made under the Direct Request procedure the written submissions and evidence must be sufficient so that an Arbitrator may determine whether the applicant is entitled to the remedy sought.

I have reviewed all of the documentary evidence and submissions provided by the landlord and I accept that the tenant was served with a 10 Day Notice to End Tenancy as declared by the landlord. However, serving a 10 Day Notice does not in itself end a tenancy. Rather, the landlord must also confirm that the tenant failed to pay the outstanding rent within five days of the tenant receiving the 10 Day Notice. Such confirmation is usually provided in the space provided for details of dispute on the Application for Dispute Resolution. In this case, I find I have been provided insufficient particulars to determine whether the rent remained outstanding at the time of filing or whether the tenant paid the outstanding rent, and if so, the date this occurred.

In light of the above, I find I am not satisfied the tenancy has ended and I deny the landlord's request for an Order of Possession.

### Conclusion

The landlord's application has been dismissed.

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 06, 2013

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Residential Tenancy Branch

