



Dispute Resolution Services

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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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 14, 2014, the landlord personally served the tenants with the Notice of Direct Request Proceeding. Based on the written submissions of the landlord, I find that the tenants have been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent pursuant to sections 46, and 55 of the Act.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on August 01, 2010 indicating a monthly rent of \$1550.00 due on the first day of the month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was dated January 03, 2014 given to the tenant on the same date by posting it to their door – deemed received January 06, 2014 - stating the total amount of unpaid arrears of rent due July 01, 2013 as \$9300.00 - annotated that it was for 6 months rent. The landlord claims the tenant has not paid the amount owed; however, the

landlord also produced evidence stating that a quantum of rent up to July 2013 had indeed been paid, as was also a quantum of rent for the balance of 2013.

Further documentary evidence filed by the landlord states that they placed the wrong date and wrong amount of unpaid rent on the 10 Day Notice, and that the amount requested in the application for unpaid rent is considerably greater than the amount stated on the 10 Day Notice.

Analysis

I find the evidence in this matter is, in the least, unclear. I further find the evidence indicates there are sufficient errors and ambiguity invalidating the 10-Day Notice to End Tenancy. As a result, I **dismiss** this application without leave to reapply based on the Notice.

If the landlord wants to pursue the matters in dispute the landlord would have to issue a new *valid* 10-Day Notice to End Tenancy. If the tenant then does not respond to the *new valid* notice, the landlord may submit a new application through the Direct Request or conventional Dispute Resolution process.

Conclusion

This matter is **dismissed**, without leave to reapply.

This Decision is final and binding on the parties.

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: January 20, 2014

Residential Tenancy Branch

