



# 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 and a monetary order.

The landlord submitted signed Proofs of Service of the Notice of Direct Request Proceeding; they declared that on February 5, 2014, the landlord served each tenant with the Notice of Direct Request Proceeding by registered mail.

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

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a monetary order for unpaid rent and if so, in what amount?

### Background and Evidence

The landlord submitted the following documents:

- Copies of the Proofs of Service of the Notice of Direct Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on September 23, 2009, providing for a monthly rent of \$795.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 6, 2014 with a stated effective vacancy date of January 16, 2014, for \$525.00 in unpaid rent.

- A copy of the Proof of Service of the 10 day Notice to End Tenancy that stated the tenants were served with the 10 day Notice by posting it to the door of the rental unit on January 6, 2014.

The Notice stated that the tenants had five days from the service date to pay the rent in full or apply for Dispute Resolution or the tenancy would end. The landlord did not submit any evidence to show what payments the tenants made after service of the Notice to End Tenancy. In the application for dispute resolution filed on February 5, 2014 the landlord said that: "The tenants are short \$125.00 Jan. Rent 2014. The landlord did not say whether rent was paid for February and if so whether it was accepted for uses and occupancy only. Because the landlord did not include a claim for February rent, I must assume that it was paid and in the absence of evidence concerning the receipt of a February payment I am unable to determine if the payment was made so as to reinstate the tenancy.

The landlord did not submit any ledgers or receipts to document rent payments received from the tenant or to explain how the landlord arrived at the amount set out in the 10 day Notice to End Tenancy discrepancy between the 10 day Notice and the amount claimed in the application for dispute resolution.

The landlord did not provide evidence that shows how the amount claimed is calculated and he did not provide evidence with respect to the acceptance of a February rent payment. I am unable on this application to determine whether the landlord is entitled to an order for possession and I do not have records of payments to show the amount of rent outstanding. The landlord's application for an order for possession and a monetary order is therefore 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: February 19, 2014

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Residential Tenancy Branch

