



# Dispute Resolution Services

Page: 1

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 March 22, 2014, the landlord served the tenants 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?

### Background and Evidence

The landlord submitted the following documents:

- Copies of the Proofs of Service of the Notice of Direct Proceeding for the tenants;
- Copies of two different residential tenancy agreements. One agreement was signed by the tenant, R.S.O. on August 4, 2011 and provided for a monthly rent of \$750.00. The second agreement was signed by T.S.H. on January 14, 2014 and provided for monthly rent of \$375.00; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 9, 2014 with a stated effective vacancy date of March 20, 2014, for \$\$187.50 in unpaid rent.

- A statement concerning service of the 10 day Notice to End Tenancy that stated the tenants were personally served with the 10 day Notice on March 9, 2014.

The Notice stated that the tenant had five days from the service date to pay the rent in full or apply for Dispute Resolution or the tenancy would end. According to the Application for Dispute Resolution, the sum of \$187.50 was not unpaid rent, but instead was the amount of a security deposit that the landlord expected to be paid by February 1, 2014.

#### Analysis and conclusion

The policy guideline with respect to Direct Requests provides as follows:

The *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act* (the Legislation) allow a decision and orders to be made on written submissions only, without a hearing taking place. This is referred to as the 'direct request' process. The Legislation limits the direct request process to applications for Orders of Possession and Monetary Orders concerning unpaid rent. Requests to keep the security deposit or for compensation for damages are considered through the conventional dispute resolution process.

The landlord served the tenants with a Notice to End Tenancy that alleged that the tenants failed to pay rent in the amount of \$187.50. Because the 10 day Notice to End Tenancy was given for an amount that is not rent, the Notice is void and unenforceable. Further, as set out in the quoted provision from the Policy Guideline this matter is not one that may be brought as a direct request proceeding. It also appears that the landlord is attempting to collect a security deposit in excess of the amount permitted under the *Residential Tenancy Act*. The landlord's application for an order for possession and a monetary order by direct request is dismissed without 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: April 04, 2014

---

Residential Tenancy Branch

