



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.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding; that declared that on May 15, 2014 the landlord personally served the tenants with the Notice of Direct Request Proceeding.

Based on the written submissions of the landlords, 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?

Background and Evidence

In the application for dispute resolution the landlords stated that:

The Tenants are damaging the property. Not allowing the owners or properly assigned care-taker to do any yard work. Verbal threats. Police officers arrive at the scene. Too much disturbance done by these tenants. Since March 2014 – no – rent have been received. Asking for these tenants to move out asap. Due to health & safety reasons drug trafficking in the residence Day 'n night. Police are notified.

The landlords stated in the written submissions included with the Direct Request Application that:

The house is a shared accommodation and the tenants are renting the top floor of the house. Renting the 2 rooms and sharing the kitchen/bathroom.

According to the tenancy agreement the tenancy began on February 1, 2014 and the monthly rent is \$2,600.00. With respect to payment of rent, the agreement stated that: "all rent must be paid on each welfare day, each month. For working tenant rent must be paid by the last day of each month. The agreement provides that utilities are included in the rent, but a separate, handwritten document said that: "All utility bills are to be paid by the tenants residing at the rental. In a separate handwritten document the landlord stated that the tenants: "has agreed to take the full house and share with their family friends and will be held responsible to pay rent of \$2600 each month".

Analysis and conclusion

The principal grounds that the landlords have alleged for ending the tenancy, are unrelated to the direct request process, which is designed to address claims where the sole ground for ending the tenancy is the failure to pay rent. In this application the landlords claimed that the tenants' behavior and improper use of the rental property justifies ending the tenancy. It is unclear from the application and the documents provided, what are the actual terms of the tenancy and it is not clear who occupies the rental unit or even what part of the rental property constitutes the rental unit. In one document it is described as two rooms and a shared kitchen and bathroom; elsewhere it is described as the whole of the house. One document states that utilities are included in the rent, but another document states that the tenants must pay all the utilities. Given all the contradictory and confusing evidence about the nature of the tenancy and the actual terms of the tenancy agreement, I dismiss the landlords' application for an order for possession with leave to reapply. If the landlords intend to seek an order for possession or another remedy, including a monetary order they will have to make a new Application for Dispute Resolution and perhaps serve a different form of Notice to End Tenancy. If the landlords make a new Application for Dispute Resolution, they should not use the Direct Request process.

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: June 09, 2014

Residential Tenancy Branch

