



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the “Act”) in response to an application made by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

### Analysis

The Direct Request process is a mechanism that allows the Landlord to apply for an expedited decision **without** a participatory hearing. As a result, the Landlord must follow and submit documentation exactly as the Act prescribes and there can be no **omissions or deficiencies** within the written submissions that are left open to interpretation or inference. However, in this matter there exist a number of deficiencies with the Landlord’s application that does not allow me to proceed with the Direct Request proceeding.

The Landlord provided a tenancy agreement which details that rent is payable by the Tenants in the amount of \$1,600.00 per month. However, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) shows an amount of \$4,000.00, which is the amount the Landlord claims in the monetary portion of the application. However, the Landlord has failed to provide sufficient evidence to show what this amount is comprised of and to which months of unpaid rent this amount relates to. Therefore, I am unable to consider the Landlord’s monetary claim in these proceedings.

The Landlord provided a written tenancy agreement signed by both parties which states that “The rent will be paid at the end **or** right at the beginning of each month...” As a result, I find that this term in the written tenancy agreement is not sufficient evidence of when the rent is payable under the written agreement for the Direct Request proceedings. Furthermore, the Landlord has not provided evidence to support the fact that the Tenant was required to pay rent on the first of every month as opposed to the

end of the month, and this term in the tenancy agreement is ambiguous and contradicts the Notice which states that the outstanding rent was due on the June 1, 2014 as opposed to June 30, 2014 according to the tenancy agreement. Therefore, I find that this written tenancy agreement is not sufficient for this application to be handled through the Direct Request proceedings.

### Conclusion

For the above reasons, I am unable to proceed with the Landlord's application through the Direct Request Proceeding.

However, because an explanation to the above discrepancies may be addressed by both parties in a hearing, which the Tenant is entitled to attend, I order that a participatory hearing take place.

**Notices of the time and date of the participatory conference call hearing will be sent to each party, separately to this interim decision, by mail in due course.**

Each party must serve the other and the Residential Tenancy Branch with any evidence that they intend to reply upon at the hearing. Fact sheets explaining evidence and service requirements are available on the Residential Tenancy Branch website address which is attached to this decision. If either party has any questions or does not receive participatory hearings papers, they may contact an Information Officer with the Residential Tenancy Branch using the contact numbers on the next page.

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: July 17, 2014

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Residential Tenancy Branch

