



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 and a monetary order for unpaid rent.

In addition to other documentary evidence, the landlord submitted the Residential Tenancy Agreement signed by the parties on May 19, 2014 (the “Tenancy Agreement”). Section 3 of the Tenancy Agreement provided that the tenants were to pay \$1,400.00; whether this amount is daily, weekly or monthly is not specified. Section 2 of the Tenancy Agreement, “Length of Tenancy” includes the following handwritten notation “Every 2 weeks (Wed) as per paydays (700.00)”. Notably, payments made every two weeks result in 26 payments per year, as such the payments may exceed the amount indicated as rent payable on the Tenancy Agreement, should the \$1,400 be a monthly amount.

Further, the details provided by the landlord on the Landlord's Application for Dispute Resolution form indicate the tenants have not paid the rent owed, yet no time period is noted with respect to this nonpayment. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, indicates the \$700.00 missed payment was for July 16, 2014.

Notes to the file indicate that on July 24, 2014 the landlord was cautioned as to the discrepancy.

Preliminary Issue, Analysis and Conclusion

The Direct Request process is a mechanism which allows the landlord to apply for an expedited decision, provided that the landlord follows and submits documentation

exactly as the *Act* prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference.

In this case, the Tenancy Agreement is unclear as to the period of time for which the \$1,400.00 rent amount applies, and the date the rent is due. Further, the landlord has not indicated in the application the time period for which a rent payment was not made.

Under these circumstances, I **dismiss** the landlord's application **with leave to reapply**. The landlord is at liberty to submit a new application through the normal dispute resolution process which includes a **participatory hearing** as this application is not suitable for the direct request process.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 31, 2014

Residential Tenancy Branch

