



# 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 Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order due to unpaid rent.

On a Direct request application the landlord is required to submit the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent, which includes the direct request explanation.
- Proof of service of the 10 day Notice to End Tenancy as either a registered mail receipt or written receipt signed by the tenant or witnessed by a third-party confirming the notice was served.

The applicant has submitted the above evidentiary material; however the rental payment date on the residential tenancy agreement is very unclear.

The agreement states: The tenant will pay the rent of \$1655 each month to the landlord on the first day of the rental payment which falls on the 20th day of each day subject to increase given in accordance with the Residential Tenancy Act.

It is my finding that the tenancy agreement is written in such a way that I am unable to determine whether or not rent is due or overdue.

### Conclusion

This application is therefore dismissed with leave to reapply through the normal participatory dispute resolution 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: August 18, 2014

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Residential Tenancy Branch

