



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZONE 5 INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR

Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The Direct Request Procedure is based upon the written submissions of the landlord only with respect to unpaid rent or utilities.

Upon review of the landlord's submissions, I decline to proceed with the landlord's Application as I found the landlord's submissions included insufficient or false evidence, including the following:

1. The landlord submitted a Proof of Service of the Direct Request Proceeding indicating that the Notice of Direct Request and supporting documents were served upon a third party and not the tenant.
2. The 10 Day Notice to End Tenancy for Unpaid Rent submitted as evidence indicates it was signed by the landlord on June 25, 2014 yet the Notice submitted was not available to landlords prior to July 2014.
3. The landlord indicated the above-described 10 Day Notice was slid under the tenant's door on June 25, 2014 yet the 10 Day Notice was not in existence on that date and sliding documents under a door is not a permissible method of service.
4. The landlord is claiming unpaid rent of \$500.00 and indicated \$500.00 in rent was outstanding on the 10 Day Notice; yet, the landlord's Monetary Order Worksheet indicates that \$100.00 in rent was outstanding and \$400.00 of the security deposit was outstanding. The 10 Day Notice and the Direct Request Proceeding are only for the purpose of enforcing the payment of rent and utilities. A landlord has other remedies under the Act where a tenant fails to pay a security deposit.

In light of the above, I find the 10 Day Notice submitted as evidence is invalid and unenforceable. If rent remains outstanding, the landlord remains at liberty to issue a

valid and enforceable 10 Day Notice upon the tenant and ensure the tenant is served with the 10 Day Notice in a manner that complies with the Act. Therefore, I grant the landlord leave to reapply.

Conclusion

The 10 Day Notice is invalid and unenforceable. The landlord remains at liberty to serve the tenant with a valid and enforceable 10 Day Notice if rent remains outstanding. As such, the landlord is granted 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: August 15, 2014

Residential Tenancy Branch

