



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction and preliminary matter

This non-participatory, matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the “Act”), via the documentary submissions only of the landlord, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”).

In addition to other documentary evidence, the landlord submitted a copy of the Notice, which stated the tenant had not paid monthly rent of \$1000 due on July 20, 2014, and a copy of the parties’ tenancy agreement which stated that monthly rent was due on the 22<sup>nd</sup> day of each month. The landlord also submitted a proof of service attesting that the tenant was served personally with the Notice on July 22, 2014.

### Analysis and Conclusion

The direct request procedure is based upon written submissions only. Accordingly, written submissions must be sufficiently correct and must comply with the requirements of the Act in order to succeed. There can be no deficiencies with the written submissions left open to inference or interpretation.

Section 46 of the Act allows a landlord to give notice to a tenant to end a tenancy if rent is unpaid on any day after the day it is due.

According to the documents submitted by the landlord, the tenant’s monthly rent was not *past due* on July 22, 2014, as the date the landlord listed as the monthly rent due date on the Notice, July 20, 2014, was not the due date of her monthly rent according to the tenancy agreement, or the 22<sup>nd</sup> day of each month.

As described above, I therefore find the date listed on the landlord's Notice that rent for July was due on July 20, 2014, was invalid, and that on July 22, 2014, when the tenant was served with the Notice, rent was not past due.

Due to an invalid 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, I find the landlord's application cannot succeed under the direct request process and I dismiss the landlord's application with 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* and is being mailed to both the applicant and the respondent.

Dated: September 2, 2014

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Residential Tenancy Branch

