



# 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 received / filed September 22, 2014, for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The landlord submitted a signed Proof of Service of the *Notice of Direct Request Proceeding* which declares that on September 25, 2014, the landlord served the tenants with the *Notice of Direct Request Proceeding* by attaching it to their door.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession and Monetary Order for unpaid rent pursuant to sections 46, and 55 of the Act.

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of *Direct Request Proceeding* for the tenants stating they served the document September 25, 2014 by *attaching it to their door* despite the form clearly stating **not to use this method of service if requesting a Monetary Order**.
- A copy of a residential tenancy agreement which was signed by the parties on July 01, 2013 indicating a monthly rent of \$1100.00 due on the first day of the month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was dated "September 9, 2014" personally given to the tenant on the same date - stating the total amount of unpaid arrears of rent due September 01, 2014 as \$1100.00 - annotated with a signature of a witness for the same date of September 9, 2014.

- A copy of the **Proof of Service** of the **Notice to End Tenancy** stating that the 10 Day Notice to end was personally served on “September 19, 2014” – which represents that it was served 3 days before the Branch received the landlord’s Application for Direct Request. In addition, the **Proof of Service** is neither dated nor signed by the witness for the service of the **Notice to End Tenancy**.

### **Analysis**

I find the evidence in this matter is, in the very least, unclear and incomplete. If an Arbitrator were to rely on the evidence submitted, it indicates the landlord filed their application for Direct Request prematurely. The submissions of the landlord are clearly contradicting and parts are incomplete - making it impossible to establish the facts in this matter. In addition the tenants were served with the Notice of *Direct Request Proceeding* improperly. As a result of all the above, I must **dismiss** this application, but I do so with leave to reapply.

It must be noted that a Direct Request Proceeding is a formal, legal process and parties should take reasonable steps to ensure that they comply with all the requirements of the process.

### **Conclusion**

This matter is **dismissed**, with leave to reapply.

**This Decision is final and binding.**

*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: October 01, 2014

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Residential Tenancy Branch

