



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMBER PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter was conducted in response to a Landlord's Application for Direct Request (the "Application") for an Order of Possession and a Monetary Order for unpaid rent, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act").

Analysis

The Direct Request process is a mechanism that allows the Landlord to apply for an expedited decision without a participatory hearing. As a result, the Landlord must follow and submit documentation **exactly** as the Act prescribes and there can be no omissions or deficiencies within the written submissions that are left open to interpretation or inference. However, in this matter there exist a number of deficiencies with the Application that does not allow me to proceed with the Landlord's Application.

The Landlord writes on the Application that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") was served to the Tenant on October 17, 2014. However the Proof of Service document submitted by the Landlord has not been completed with a date the Notice was served by the Landlord to the Tenant. In addition, a witness for the Landlord signed the Proof of Service document declaring that the Notice was served on October 7, 2014 and the date of the Notice is October 2, 2014.

If the Notice was not served to the Tenant until October 17, 2014, then the amount of rent outstanding on the Notice would have been a reduced amount as the Tenant had made a partial payment on October 10, 2014 as declared by the Landlord in the Monetary Order Worksheet.

Furthermore, the written tenancy agreement provided by the Landlord states that rent is payable on the last day of the each month, yet the Notice declares that the rent was payable on October 1, 2014.

The second page of the Application details important instructions for the Landlord to read before submitting the Application. One of these requirements is that all dates, including dates of service of the Notice, must be consistent on all documents submitted with the Application.

The date the Notice was served onto the Tenant is an important factor in determining when the Notice was served to the Tenant and whether this was done in accordance with the Act. The failure of the Landlord to provide consistent dates that a Notice was served to the Tenant do not allow me to progress the Application.

Conclusion

For the reasons set out above, **I dismiss** the Landlord's Application.

The Landlord is at liberty to issue a new Notice and/or submit a new Application through the Direct Request process or through the conventional dispute resolution process which includes a participatory hearing if the above discrepancies can be explained.

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: November 04, 2014

Residential Tenancy Branch

