



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Craft Properties Ltd
and [tenant name suppressed to protect privacy]

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 for an order of possession 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 December 18, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that a document served in this manner is deemed to have been received five days after service.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding;
- A copy of a residential tenancy agreement which was signed by the parties on March 15, 2014, indicating that the tenant is obligated to pay \$800.00 in rent **“not later than 2pm the last day of each month.”**

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which the landlord served on the tenant on November 24, 2014 for \$800.00 in unpaid rent due **“November 1, 2014”**

Analysis

The Direct Request Process is a mechanism that allows the landlord to apply for an expedited decision, with that the landlord must follow and submit documentation exactly as the Act prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference as is the case before me.

The landlords 10 Day Notice to End Tenancy for unpaid rent is in direct contradiction to the terms set out in the tenancy agreement. The landlord is seeking rent that is due on November 1, 2014 however the tenancy agreement states that rent is due on the last day of the month. The landlord is premature in issuing the notice on November 24, 2014 due to their own tenancy agreement that states the rent is due on the “last” day of the month.

I am unable to consider the landlords’ application for a monetary award and order of possession against the tenant due to the landlords’ incorrect paperwork to support the service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Conclusion

The landlords’ application is dismissed 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*.

Dated: January 12, 2015

Residential Tenancy Branch

