



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR, MNR

### **Introduction**

This matter was conducted 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 Landlords for an Order of Possession and a Monetary Order.

The Landlords submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on December 17, 2014, at 14:49, the Landlord CG mailed the Notice of Direct Request Proceeding by registered mail to each of the Respondents at the rental unit. The Landlords provided a copy of the registered mail receipts and tracking numbers in evidence.

Based on the Landlords' written submissions, I find that both of the Respondents have been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

Are the Landlords entitled to an Order of Possession and a Monetary Order for unpaid rent?

### **Background and Evidence**

The Landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each of the Respondents;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the Landlord GC and the Respondent LN on November 10, 2014, indicating a monthly rent of \$900.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 4, 2014, with a stated effective vacancy date of December 14, 2015, for \$900.00 in unpaid rent.

Documentary evidence filed by the Landlords indicates that \$450.00 was paid by the Respondents on November 25, 2014, and that rent for December, 2014, in the amount of \$450.00 remains unpaid. The documentary evidence indicates that the Landlord DG served the

10 Day Notice to End Tenancy for Unpaid Rent by hand delivering the document to the Respondent JT on December 4, 2014. The Proof of Service document is signed by a witness.

### **Analysis**

The Direct Request procedure is an expedited procedure which is based on written documentation only. The Direct Request procedure is also a limited procedure which may only be used if the tenant has not paid rent or filed an application to cancel a Notice to End Tenancy within 5 days of being served with the Notice to End Tenancy. Applications processed through the Direct Request procedure must be completed correctly and have all required supporting documentation attached. There is no ability for an arbitrator to ask questions of the parties.

In this case, I dismiss the Landlords' Application for Dispute Resolution for the following reasons:

1. The tenancy agreement was not signed by the Respondent JT. I accept the Landlords' documentary evidence that the Respondent LN is the Landlords' tenant; however, no supporting documents were provided to confirm that the Respondent JT is the Landlords' tenant and not just an occupant with no rights or responsibilities under the Act.
2. The Notice to End Tenancy was issued on December 4, 2014, and hand delivered to the Respondent JT on December 4, 2014. A Notice to End Tenancy may be served by leaving a copy with an adult who apparently resides with a tenant; however, the Landlords did not provide evidence that the Respondent JT is an adult person. The Proof of Service document merely indicates that the Notice was hand delivered to the Respondent JT.
3. The Landlords' documentary evidence indicates that the Respondents paid \$450.00 of December's rent on November 25, 2014. Therefore, the balance of \$450.00 would be due on December 1, 2014. The Notice to End Tenancy indicates that the Respondents owe full rent in the amount of \$900.00 for the month of December, 2014.

### **Conclusion**

I find that the Notice to End Tenancy is not a valid Notice as the amount owing on the Notice is different from the amount the Landlords submit was actually owed on December 1, 2014. The Landlords' application is **dismissed without leave to reapply. The Landlords are at liberty to issue and serve another Notice to End Tenancy for Unpaid Rent.**

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 06, 2015

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Residential Tenancy Branch

