# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes OPR

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.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 29, 2013, the landlords served the tenant with the Notice of Direct Request Proceeding via registered mail. The Canada post tracking number was provided as evidence.

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

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

Issue to be Decided

The issues to be decided are whether the landlords are entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to sections 46, 55 of the Act.

Preliminary Issue

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.

In this case, there is a discrepancy in the documents submitted by the landlords.

The landlords submitted a 10 Day Notice for Unpaid Rent issued on May 8, 2013, with their application. The notice submitted as evidence does not comply with section 52 of the Act, as it does not state the effective day of the notice. Therefore, the notice is not a valid notice under the Act and has no force or effect.

On May 30, 2013, the landlord resubmitted the 10 Day Notice for Unpaid Rent issued on May 8, 2013. This copy of the notice was changed to include the effective day of the notice.

However, the landlord cannot unilaterally change the notice as this would be unfair to the other party. The landlord is required to make an application to amend a notice and the Arbitrator would consider whether the person receiving the notice knew, or should have know, the information that was omitted from the notice and that is reasonable in the circumstance to allow the amendment.

Further, even if the amendment of the notice was allowed, which it is not. There is no evidence submitted by the landlord that would indicate that the amended document was served on the tenant. The tenant would be entitled to the same timelines to pay the rent or dispute the notice after the amended notice was received as the original notice was not valid.

Under these circumstances, I dismiss the landlord's application. The landlord is at liberty to serve the tenant with a new notice to end tenancy and file a new application for dispute resolution if required.

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: June 03, 2013

Residential Tenancy Branch