



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON 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 November 14, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. A Canada post tracking number was submitted 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 landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issues to be Decided

Is the landlord is 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 Proceeding for the tenant;
- A copy of a residential tenancy agreement, that agreement is unreadable as the areas that are shaded grey appear black in the fax that was sent to the Residential Tenancy Branch;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 2, 2014 with a stated effective vacancy date of November 15, 2014, for \$800.00 in unpaid rent; and

- A copy of Proof of Service Notice to End Tenancy, which indicates the tenant, served the notice by posting to the door. Page two of the document was not provided as required.

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.

In the case before me, I am unable to read the tenancy agreement that was submitted as evidence in support of the landlord's application. Further, the Proof of Service Notice to End Tenancy indicated that the tenant posted the document to the door of his rental unit. I find that to be highly unlikely, rather it is more likely an administrative error made on the part of the landlord. As result, I am unable to determine if the 10 Day Notice to End Tenancy for Unpaid Rent was served in accordance with the Act.

Based on the above deficiencies, I dismiss the landlord's application with leave to reapply.

Conclusion

The landlord's 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: November 19, 2014

Residential Tenancy Branch

