



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction and preliminary matter

This non-participatory, matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), via the documentary submissions only of the landlord, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit and a monetary order for unpaid rent, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice").

In addition to other documentary evidence, the landlord submitted a signed Proof of Service of the Notice of Direct Request. On that document, the landlord wrote that the tenant was served Notice of the Direct Request on October 20, 2014; however, the landlord also submitted a copy of a Canada Post customer receipt showing a stamped date of October 21, 2014. The landlord failed to provide the official payment receipt for the registered mail, showing the details of the date the payment was made.

Analysis and Conclusion

The direct request procedure is based upon written submissions only. Accordingly, written submissions must contain clear and consistent information in order to succeed; there can be no omissions or deficiencies with items being left open to interpretation or inference.

Section 89 of the Residential Tenancy Act requires that an application for dispute resolution be served upon the respondent (the tenants in this case) by certain methods, including by registered mail as was the case here.

I find that the landlord has not met the requirements of the Act and the Residential Tenancy Branch Rules of Procedure (Rules) as they have provided inconsistent and contradictory information as to when they served the tenant with the Notice of the Direct

Process. On a direct request application, I cannot assume that the landlord made an inadvertent error in the dates the tenant was served the Notice of the direct request.

Without this clear proof, I cannot conclude that the tenant was served notice of the direct request application.

As described above, I therefore find the landlord's application under the direct request proceeding to be deficient as required by the Act and Rules and I therefore I dismiss the landlord's application 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: October 30, 2014

Residential Tenancy Branch

