



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

OPR, MNR, MNSD, FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 22, 2009 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail sent to the tenant's rental unit address. The landlord provided a copy of a Canada Post receipt as evidence of service. Pursuant to section 90(a) of the Residential Tenancy Act I deem the tenant has been served on the fifth day after mailing.

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

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent, to retain the deposit and filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 55, 67, and 72 of the *Residential Tenancy Act (Act)*. I have reviewed all documentary evidence.

Background and Issues

The landlord submitted a copy of the Application for Dispute Resolution which provided that the Notice to End Tenancy was served by posting of the notice to the door of the rental unit on October 13, 2009 at 9:45 am with a witness present.

The Notice to End Tenancy indicates that the Tenant owes \$1,244.40 in unpaid rent and \$140.70 in unpaid utilities.



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The landlord has submitted the first page of a Notice of Rent Increase form.

Analysis

The landlord has provided copies of utility bills but has not provided details indicating when the tenant was given copies of these bills and what portion of the bills may have been paid by the tenant. The residential tenancy agreement submitted as evidence indicates that the tenant is responsible for 60% of gas and heat; but there is no evidence before me that the amount claimed by the landlord constitutes 60% of the bills submitted as evidence.

The Notice to End Tenancy indicates that the tenant owes \$1,244.00 in unpaid rent. The landlord has not provided any evidence of rent increases; only the first page of a Notice to Increase Rent form, which provides no details of any increase given to the tenant.

In the absence of evidence of the amount of rent owed by the tenant and the details of the utilities owed by the tenant I find that this proceeding must be reconvened to a participatory hearing.

Conclusion

Having found that the landlord has failed to provide sufficient evidence of unpaid rent and utilities owed by the tenant, I order that the direct request proceeding be reconvened in accordance with section 74 of the Act. Based on the foregoing, I find that a conference call hearing is required in order to determine the details of the monetary claim and the validity of the 10 Day Notice to End Tenancy issued on October 13, 2009. **Notices of Reconvened Hearing are enclosed with this decision for the applicant to serve, with all other required documents, upon the tenant within three (3) days of receiving this decision in accordance with section 88 of the Act.**

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 03, 2009.

Dispute Resolution Officer