



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR

Introduction

This matter was conducted 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 due to unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 26, 2010 the landlord served the tenant with the Notice of Direct Request Proceeding by hand.

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

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A partial copy of a residential tenancy agreement which is unsigned or dated by the parties but which shows a monthly rent of \$457.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, August 03, 2010 with an effective vacancy date of August 13, 2010 due to \$1,190.00 in unpaid rent.



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Analysis

Having reviewed the documents submitted by the landlord it is my decision that the landlord has failed to provide a copy of a tenancy agreement which is signed and dated by the parties. In the absence of signatures and a date that the agreement was entered into I am not satisfied that the landlord has provided a reliable tenancy agreement as required to proceed by Direct Request.

The landlord has provided a proof of service document for the 10 Day Notice to End Tenancy however this notice is dated for the date the application was filed and not the day the 10 Day Notice was served to the tenant. Therefore, I am not satisfied that the tenant was served with the 10 Day Notice to End Tenancy as declared by the landlord.

The landlord seeks a Monetary Order for \$1,190.00 however the figures shown on the tenancy agreement and the rent ledger do not match the figure claimed by the landlord, Where rent has been legally increased since the tenancy commenced it is necessary for the landlord to provide evidence of such rent increases to substantiate rent owing is greater than that indicated in the tenancy agreement. The landlord has provided no evidence of this or a breakdown of how he has reached the monetary amount claimed as unpaid rent.

Conclusion

Having found that the landlord has failed to prove service of the 10 Day Notice on the date claimed, Failed to provided a signed and dated tenancy agreement and failed to provide proof of a legal rent increase I have determined that this application be dismissed with leave to reapply.



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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: September 08, 2010.

Dispute Resolution Officer