



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes OPR, MNR

Introduction

This matter was conducted 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 on the Tenant. The Proof of Service document declares that on June 22, 2011 at 3:50 p.m. the Landlord's agent served the Notice of Direct Request Proceeding on the Tenant by leaving the document with the Tenant at the rental unit. Based on the written submissions of the Landlord, I find that the Tenant was served with the Direct Request Proceeding documents pursuant to the provisions of Section 89 of the Act.

Issue(s) to be Decided

- Is the Landlord 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 upon the Tenant;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenant;
- A copy of a two page residential tenancy agreement commencing January 1, 2006, indicating a monthly rent of \$1,450.00 due on the first day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 2, 2011, with an effective vacancy date of June 12, 2011, for \$1,620.00 in unpaid rent that was due on June 1, 2011.

The Landlord's Application for Dispute Resolution filed June 21, 2011, indicates that the Tenant owed rent in the amount of \$1,620.00 for the month of June, 2010. The

Application further states, “the current rent is \$1,620.00, since rent increase had applied from 2005.

The Landlord’s documentary evidence indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving it personally with a person who is not the named Tenant at 11:00 a.m. on June 2, 2011. The document is signed by a witness.

The Notice to End Tenancy states that the Tenant had five days to pay the rent or apply for Dispute Resolution. The Tenant did not pay the rent arrears or apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have carefully reviewed the Landlord’s documentation in support of its Application and note the following inconsistencies that require further explanation:

- The Proof of Service of the 10 Day Notice indicates that a person other than the named Tenant was served with the Notice. There is no indication on the Proof of Service that the person served with the Notice resides at the rental unit or is an adult person.
- The tenancy agreement does not name the Tenant as a tenant. The Landlord may or may not have a tenancy agreement with the Tenant named in the Landlord’s Application.
- The Landlord did not provide any documentary evidence of rent increases imposed since the tenancy began in 2006. Therefore, it is not possible to discern if \$1,620.00 is the monthly rent required to be paid. In addition, in its Application the Landlord refers to “rent increase”, not “rent increases”, and refers to the increase taking place in 2005, which is before the tenancy began.

Based on the foregoing, I find that a conference call hearing is required. Notices of Reconvened Hearing are enclosed with this decision for the Landlord to serve upon the Tenant within **three (3) days** of receiving this decision in a manner that complies with section 89 of the Act.

Conclusion

This matter is adjourned to a participatory hearing.

The Landlord must serve the Tenant with the enclosed Notice of Hearing **within three days of receiving this Decision.**

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: July 11, 2011.
