



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 3, 2011 the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail. According to the Canada Post online tracking system, a Notification card was “redirected to the recipient’s new address.” Section 90(a) of the Residential Tenancy Act deems a document delivered in that manner to have been received (or served) on the fifth day after it was sent.

Based on the evidence and written submissions of the Landlord, I find that the Tenant was served as required by s. 89 of the Act 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 and to a Monetary Order for unpaid rent pursuant to sections 46, 55 and 67 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord submitted the following documentary evidence:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on August 19, 2009 for a month-to-month tenancy for the monthly rent of \$695.00. Much of the information on the first page of the tenancy agreement such as the names of the parties and the terms of the tenancy is illegible; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 2, 2011 with an effective vacancy date of July 12, 2011 due to \$717.00 in unpaid rent.

The evidence filed by the Landlord indicates that the Tenant failed to pay the rent owed for the month of July, 2011 and that the Tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent on July 2, 2011 when it was posted to the rental unit door. The Notice states that the Tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The Tenant did not apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all of the documentary evidence and accept that the Tenant been served with the Notice to End Tenancy as declared by the Landlord. Pursuant to s. 90 of the Act, the Notice is deemed to have been received by the Tenant on July 5, 2011, and pursuant to s. 53 of the Act the effective date of the Notice is amended to July 15, 2011.

The Landlord claimed that \$717.00 was owed for the month of July 2011 however the Parties' tenancy agreement states that rent is \$695.00 per month. Given also that the date rent is due is not legible on the tenancy agreement, I find that there is insufficient evidence to determine whether the Landlord is entitled to an Order of Possession or to the unpaid rent claimed.

Conclusion

Based on the foregoing I find that a conference call hearing is required. Notices of Reconvened Hearing are enclosed with this decision for the applicant to serve 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: August 15, 2011.

Residential Tenancy Branch