



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 *Residential Tenancy Act (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. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 23, 2011 the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

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

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, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on April 17, 2004 for a fixed term tenancy beginning on April 19, 2004 and converting to a month to month tenancy on November 1, 2004 for the monthly rent of \$650.00 due on the 1st of each month and a security deposit of \$325.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 2, 2011 with an effective vacancy date of September 9, 2011 due to \$2,618.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of June, July, August, and September 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on

September 2, 2011 at 9:40 a.m. and the tenant signed a Proof of Service document acknowledging receipt of the Notice.

The landlord indicated the amount outstanding for each particular month as follows: June 2011 - \$534.00; July 2011 - \$528.00; August 2011 - \$728.00; and September 2011 - \$378.00.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

Analysis

As per the landlord's indication regarding the amount outstanding for each month I note the landlord states outstanding rent for August 2011 was \$728.00 yet the tenancy agreement indicates rent is \$650.00 per month and the landlord has provided no documentation of any rent increases for this tenancy.

Therefore, I cannot determine the value of the rent per month through the Direct Request process as this process does not include a participatory hearing where questions may be answered by the parties it requires all relevant documentation to be provided by the landlord.

Conclusion

For the reasons above, I dismiss this Application in its entirety 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: September 29, 2011.

Residential Tenancy Branch