



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR OPR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the Act). The landlord applied for an order of possession and a monetary order.

Preliminary Issue – Invalid Notice to End Tenancy

The Notice to End Tenancy for Unpaid Rent, dated December 2, 2011, states that the tenants failed to pay rent of \$2060 that was due on December 1, 2011. The tenancy agreement indicates that the monthly rent is \$750. In their application, the landlord indicated that the tenants owed rent and late charges for November and December 2011, as well as partial rent and a late fee for October 2011 and an NSF charge for September 2011. The Notice to End Tenancy did not provide any breakdown of the claim for \$2060.

In a 10 Day Notice to End Tenancy for Unpaid Rent, a landlord may not claim any fees or amounts greater than the rent owed, aside from utilities, which are dealt with separately. If the landlord claims an amount greater than the rent owed, the notice will be invalid.

In this case, the landlord claimed an amount greater than the rent owed, and did not specify the breakdown of the arrears. I therefore find that the Notice to End Tenancy is invalid.

Conclusion

The application is dismissed.

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: December 20, 2011.

Residential Tenancy Branch