Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   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 pursuant to a Notice to End Tenancy for Unpaid Rent.

Preliminary Issue – Invalid Notice to End Tenancy

The Notice to End Tenancy for Unpaid Rent, dated January 7, 2012, indicates that the tenant failed to pay rent of $1190 that was due on January 1, 2012. The tenancy agreement indicates that the monthly rent is $945. In their application, the landlord stated that the tenant "has failed to pay all of December rent or January rent within 5 days of receipt of 10 day notice to end tenancy." The landlord also submitted as evidence a Tenant Ledger showing that the outstanding amount of $1190 comprised unpaid rent, parking fees and a lat rent charge for December 2011. The Notice did not provide any breakdown of the claim for $1190.

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 therefore the notice is invalid. I accordingly dismiss the application.

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: January 30, 2012.

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Residential Tenancy Branch