



# 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 48(4) of the *Manufactured Home Park 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 February 15, 2012 at 9:30 a.m. the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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 39, 48, 60, and 65 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 January 21, 2008 for a month to month tenancy beginning on March 1, 2008 for the monthly rent of \$377.60 due on the 1<sup>st</sup> of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 31, 2012 with an effective vacancy date of February 12, 2012 due to \$1,747.32 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of October, November, December and January 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on January 31, 2012 at 8:00 p.m. and that this service was acknowledged by the tenant by signing the Proof of Service document.

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.

The landlord submits in his Application that the pad rent is \$436.83 and has calculated the amount of rental arrears as \$1,747.32. The landlord has provided no copies of rent increases notifications or agreements during the tenancy.

### Analysis

As the landlord has failed to submit any records of rent increases that are compliant with the *Act*, and as the landlord has applied through the Direct Request process whereby a participatory hearing is not held, I am unable to seek clarification from either party as to the validity of the rental amount. Therefore I find the Direct Request process is not an appropriate venue to adjudicate the landlord's Application.

### Conclusion

For the reasons above, I dismiss the landlord's 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 *Manufactured Home Park Tenancy Act*.

Dated: February 16, 2012.

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Residential Tenancy Branch