



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND REASONS**

Dispute Codes      OPR MNR

### Introduction and Background

This non-participatory 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 copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), dated March 8, 2012, with proof of service for that the Notice was delivered to the tenants on March 8, 2012, via posting on the door.

The Notice listed \$1395.00 as unpaid rent due on March 1, 2012.

The landlord also submitted a copy of the tenancy agreement, listing both tenants and monthly rent of \$900.00.

On the Details of Dispute on the landlord's application for dispute resolution, the landlord stated that tenant LM owes rent for ½ month in March, totaling \$900.00, plus a returned cheque charge of \$25.00 and a fee of \$20.00 for late payment.

The landlord's application also stated that tenant JD owes rent for ½ month in March, totaling \$450.00.

According to the landlord's explanation in the Details of Dispute, monthly rent owed for the month of March would then be \$1350.00, not \$900.00 listed in the tenancy agreement.

### Analysis

I find that the landlord's application did not provide sufficient explanation to account for the monthly rent listed in the tenancy agreement, \$900.00, being different than the monthly rent being owed for March in the details of dispute and on the Notice.

I also find that the landlord included a late fee and a bank fee as part of unpaid rent, which I find not to be unpaid rent.

As I am unable to determine from the landlord's application the accuracy of the amount listed on the Notice as unpaid rent, I find that the 10 Day Notice issued by the landlord does not meet the requirements of the Act as the landlord has failed to substantiate the amount listed.

Therefore the Notice is not enforceable as I am unable to substantiate the amount of rent listed in the application is the amount due.

### Conclusion

**I HEREBY ORDER** that the 10 Day Notice to End Tenancy for Unpaid Rent dated and issued March 8, 2012, is cancelled and is without force or effect.

**I HEREBY DISMISS** the landlord's application, without leave to reapply.

The landlord is at liberty to issue another 10 Day Notice to End Tenancy for Unpaid Rent to the tenants, with a request for a conference call hearing for the purpose of proving that the tenants were obligated to pay additional rent listed in their application.

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: March 22, 2012.

---

Residential Tenancy Branch