



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This matter proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), and deals 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 signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 23, 2011, the Landlord served the Tenants with Notice of Direct Request Proceeding by registered mail.

Based on the written submissions of the Landlord, I find that the Tenants have been duly served with the Direct Request Proceeding Documents.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding;
- A copy of a residential tenancy agreement which was signed by the Parties on March 29, 2011, indicating a monthly rent of **\$1.050.00**.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 2, 2012 with a stated effective vacancy date of May 15, 2012, for **\$5,391.00** in unpaid rent;
- A copy of the Proof of Service of the Notice to End Tenancy showing that the Landlord served the Notice to End tenancy to the Tenant on May 2, 2012 by posting the Notice on the Tenant's door
- A copy of a letter from the Landlord to the Tenant dated February 17, 2012 indicating that the Tenant's rent effective December 1, 2011 would be \$1,161.00;
- A statement in the body of the application that the Tenant's rent was retroactively increased based on unreported income;
- A copy of a table noting unexplained income deposits between December 2011 and August 2011;
- A copy of the Tenant ledger indicating a balance owing of **\$5,416.00** apparently based on an increased rent payable.

The Notice states that the Tenant had five days to pay the rent in full or apply for Dispute Resolution or the tenancy would end from the service date. The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

### Analysis

I have reviewed all documentary evidence and accept that the Tenant has been served with the Notice to End Tenancy as declared by the Landlord. Given the discrepancy between the ledger amount owing and the amount claimed on both the application and the Notice, and noting that the rental calculations, increases and reasons for increases are not clear in the evidence provided, I find that this application raises too many unanswered questions that may better be addressed through a participatory hearing. Accordingly, I dismiss the application for a direct request with leave to reapply for a participatory hearing.

Conclusion

The application is dismissed 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: May 24, 2012.

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Residential Tenancy Branch