



Dispute Resolution Services

Page: 1

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 55(4) of the *Residential 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 July 19, 2012 at 4:45 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 46, 55, 67, and 72 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 May 15, 2012 for a 2 ½ month fixed term tenancy beginning on May 15, 2012 that converted to a month to month tenancy on August 1, 2012 for the monthly rent of \$900.00 due on the 1st of each month and a security deposit of \$450.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 10, 2012 with an effective vacancy date of July 20, 2012 due to \$1,050.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed in the amount of \$1,050.00 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on July 10, 2012 at 4:30 p.m. and that this service was witnessed by a third party.

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.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on July 13, 2012 and the effective date of the notice is amended to July 23, 2012, pursuant to Section 53 of the *Act*.

However, the 10 Day Notice to End Tenancy for Unpaid Rent states rent is unpaid in the amount of \$1,050.00 and rent, according to the tenancy agreement, is \$900.00. The landlord has provided no explanation as why the tenant owes more than the rent required in the tenancy agreement.

As such, and because the landlord had requested the order of possession and monetary through the Direct Request process that does not allow an opportunity to question either the landlord or the tenant to clarify such matters, I find this Application is not suitable for the Direct Request process.

Conclusion

For the reasons noted above, I dismiss this Application in its entirety with leave for the landlord to reapply either through a participatory hearing process or by submitting a new application for a direct request with all of the required information to adjudicate the matter without a participatory hearing.

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: August 02, 2012.

Residential Tenancy Branch