



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 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 signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 17, 2012 the Landlord served the Tenant with the Notice of Direct Request Proceeding in person. Based on the evidence and written submissions of the Landlord, I find that the Tenant was served as required by s. 89 of the Act with the Dispute Resolution Direct Request Proceeding documents.

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 and 67 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord submitted the following documentary evidence:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 1, 2012 for a 6 month fixed term tenancy beginning June 1, 2012 for the monthly rent of \$600.00 due in advance on the 1st day of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on October 3, 2012 with an effective vacancy date of October 12, 2012 due to \$96.00 in unpaid rent.

The evidence filed by the Landlord indicates that the Tenant failed to pay the rent arrears that had accrued over a period of 11 months and that the Tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent on October 3, 2012 when it was posted to the rental unit door. The Notice states that the Tenant had five days to pay the rent or

apply for Dispute Resolution or the tenancy would end. The Tenant did not apply to dispute the Notice to End Tenancy within five days.

Analysis

The written submissions of the Landlord indicate that prior to this tenancy, the Tenant had another tenancy agreement with respect to another rental unit in the rental property. The Landlord's statement of accounts show that some of the alleged rent arrears accrued during the previous tenancy however the Landlord now seeks to recover them under the present (or a different) tenancy.

Furthermore, the Parties' tenancy agreement indicates that there is an addendum of 8 pages in length which was not included in the Landlord's documents in support of its application.

Conclusion

Based on the foregoing I find that a conference call hearing is required in order to determine all of the terms of the tenancy and whether some of the alleged rent arrears are recoverable in these proceedings. Notices of Reconvened Hearing are enclosed with this decision for the applicant to serve upon the Tenant within three (3) days of receiving this decision in accordance with section 88 of the Act.

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: October 23, 2012.

Residential Tenancy Branch