



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 due to unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 20, 2012 the landlord served the tenant with the Notice of Direct Request Proceeding by hand.

Based on the written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on October 13, 2007 for a tenancy beginning November 01, 2007 for the monthly rent of \$960.00 due on the 1st of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, October 24, 2012 with an effective vacancy date of November 03, 2012 due to \$2751.00 in unpaid rent.
- Copy of a rent increase form showing a rent increase from \$1,027.37 to \$1,051.00 starting on November 01, 2011.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed for the month of October of 2,751.00 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on October 24, 2012.

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.

The landlord declares that the tenant did pay \$800.00 and \$900.00 after the Notice was served. The landlord states that to date the tenant owes the sum of \$1,051.00.

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 October 24, 2012. However the landlord has only provided one rent increase form for 2011 and no other rent increase forms showing when the rent was increased from \$960.00 to \$1,027.37. Where rent has been legally increased since the tenancy commenced it is necessary for the landlord to provide evidence of such rent increases to substantiate rent owing is greater than that indicated in the tenancy agreement.

The landlord has provided no documentation to show which months the tenant owed rent for to an amount of \$2,751.00 as indicated on the 10 Day Notice. The landlords application originally indicates that the landlords claim was for \$2,102.00 for October and November, 2012. The landlord has stated on the application that the tenant paid

\$800.00 and \$900.00 but has failed to show when these amounts were paid or that these amounts were accepted for use and occupancy only.

Conclusion

I order that the direct request proceeding be reconvened in accordance with section 74 of the Act. Based on the foregoing, I find that a conference call hearing is required in order to determine for which months' rent was outstanding; the rent increases; when the amounts paid by the tenant were made; and if these amounts were accepted for use and occupancy only. Notices of Reconvened Hearing are enclosed with this decision for the applicant to serve upon the tenants 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: December 03, 2012.

Residential Tenancy Branch