

## **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* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 3, 2012, the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail to the Tenant at the rental unit. A copy of the registered mail receipt was provided in evidence.

Based on the written submissions of the Landlord, I find that the Tenant has been 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 monetary compensation 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 for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed by the parties on January 4, 2005, indicating a monthly rent of \$1,350.00 due on the first day of the month;
- Copies of four receipts dated September 1, October 1, November 1 and November 5, 2012; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on November 4, 2012, with a stated effective vacancy date of November 14, 2012, for \$2,385.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the rent remains unpaid in the amount of \$1,685.00. The documentary evidence indicates that the Landlord's agent served the 10 Day Notice to End Tenancy for Unpaid Rent by handing the

document to the Tenant on November 4, 2012, 9:30 a.m. The Proof of Service document is signed by the Tenant, acknowledging service.

### **Analysis**

The Landlord provided only page one of the two page Notice to End Tenancy. I have reviewed all documentary evidence and accept that the Tenant was served with page one of the Notice to End Tenancy on November 4, 2012. However, the Notice to End Tenancy is a two page Notice, and both pages must be served upon the Tenant. The second page of the Notice includes, in part, instructions for disputing the Notice and what will happen should the Tenant fail to dispute it within 5 days of being served.

In addition, I find that the Landlord did not provide sufficient evidence with respect to the amount of rent it seeks to recover from the Tenant. The tenancy agreement indicates that rent is \$1,350.00. The receipt dated September 1, 2012, indicates that the Tenant paid \$1,420.00, including \$1,165.00 for "previous arrears" and \$255.00 towards September rent. The receipt shows a balance owing of \$1,265.00, which suggests that monthly rent for September was \$1,520.00. The Landlord did not provide copies of any notice(s) of rent increase and therefore I am unable to confirm that \$1,520.00 was the valid rent for the rental unit as at September 1, 2012.

The Direct Request process is a mechanism that allows a landlord to apply for an expedited decision, with that the landlord must follow and submit documentation exactly as the Act prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference as is the case before me.

Therefore, I dismiss the Landlord's application **with leave to reapply**.

### **Conclusion**

The Landlord's 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: December 10, 2012.

---

Residential Tenancy Branch