



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

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 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; it declared that on March 20, 2013, the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail.

Pursuant to Section 90 of the *Residential Tenancy Act* a document served in this manner is deemed to have been served five days later.

Based on the written submissions of the landlord, I find that the tenant has 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 and if so, in what amount?

Background and Evidence

The landlord submitted the following documents:

- 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 December 18, 2012, providing for a monthly rent of \$950.00 (\$975.00 including a \$25.00 parking fee); and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 4, 2013 with a stated effective vacancy date of March 14, 2013, for \$1,009.83 in unpaid rent.

In the Landlord's Application for Dispute Resolution, Details of the Dispute the landlord stated that:

The tenant has not paid all of most of March 2013 rent (\$1050) and is still owing \$1009.83 to (initials of landlord). We are requesting a direct request and a monetary order. (reproduced as written)

Documents filed by the landlord established that the tenants failed to pay all rent owed and were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting on the door, on September 20, 2011. Section 90 of the Act deems the tenant was served on September 23, 2011.

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

Analysis

The Residential Tenancy Policy Guideline with respect to Direct Requests provides that:

ONUS ON THE LANDLORD

The landlord must provide, when making an application for dispute resolution, copies of:

- the tenancy agreement;
- documents showing changes to the tenancy agreement or tenancy, such as rent increases, or changes to parties or their agents;
- documents supporting the amount of rent due, such as rent ledger or receipt book;

The landlord did not submit a ledger to set out how the monetary amount claimed was calculated and there is no explanation to show why there is a discrepancy between the

rent stated in the tenancy agreement and the monthly rent set out in the application for dispute resolution. Because of the conflicting evidence submitted by the landlord with respect to the monthly rental amount and the landlord's failure to provide documents to explain why the rent stated in the application is different from the rent set out in the tenancy agreement, I find that this matter is not appropriate for resolution under the direct request process. I therefore dismiss the landlord's application with leave to reapply.

Dated: March 22, 2013

Residential Tenancy Branch

