



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VERNON NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

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 for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 15, 2013 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery at the landlord’s office.

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 and monetary compensation for unpaid rent in the amount claimed?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request;

- A copy of a residential tenancy agreement which was signed by the parties on July 4, 2012, indicating rent is due on the 1st day of every month, a monthly economic rent of \$1,244.00 and actual monthly rent of \$280.00 based upon the CMHC Operating Agreement Rent to Income Scale;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 5, 2013 with a stated effective vacancy date of March 15, 2013, for \$104.96 in unpaid rent as of March 1, 2013; and,
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenant's door on March 5, 2013 at 5:15 p.m. in the presence of a witness.

In the details of dispute the landlord states that amount of \$104.96 has been "outstanding for several months; an accumulated amount from habitual late rent payments..."

Analysis

The landlord may end a tenancy for unpaid rent by issuing a 10 Day Notice to End Tenancy for Unpaid Rent. The amount indicated on the 10 Day Notice and on an Application for Dispute Resolution under the Direct Request procedure must be outstanding rent, and not other amounts such as late fees or NSF fees.

Upon consideration of the information provided by the landlord in the details of dispute, and in the absence of a ledger, I find I am uncertain as to whether the \$104.96 pertains to rent only or whether the amount includes or is related to a late payment charge. Therefore, I find it appropriate to reconvene this matter to a participatory hearing in order to determine the particulars of the arrears indicated on the 10 Day Notice.

Notices of Reconvened Hearing are enclosed with this decision for the landlord to serve upon the tenant within **three (3) days** of receiving this decision in a manner that complies with section 89 of the Act.

Any evidence the parties intend to rely upon at the participatory hearing must be served upon each other and the Residential Tenancy Branch in accordance with the Rules of Procedure.

Conclusion

This matter has been set for a participatory hearing. Notices of Reconvened Hearing are enclosed with this decision for the landlord to serve upon the tenant within **three (3) days** of receiving this decision in a manner that complies with section 89 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: March 19, 2013

Residential Tenancy Branch

