



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Properties Management Ltd. and Gateway Property Management Corporation
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes

OPR, MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (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 in which an agent for the Landlord declared that on March 20, 2013 the agent for Landlord personally served the Tenant with the Notice of Direct Request Proceeding at the rental unit. The Tenant appears to have signed this document to acknowledge receipt of the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*?

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant
- A copy of a residential tenancy agreement that appears to be signed by the Tenant, which indicates that the tenancy began on December 01, 2005 and that the rent of \$600.00 is due by the first day of the month
- A copy of a Notice of Rent Increase that shows the rent was increased from \$695.00 to \$720.00, effective July 01, 2012

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by an agent for the Landlord and is dated March 05, 2013 which declares that the Tenant must vacate the rental unit by March 15, 2013 unless the Tenant pays the rent within five days of receiving the Notice or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice indicates that the Tenant owes rent, in the amount of \$1,265.00, that was due on March 01, 2013.
- A copy of Proof of Service of the 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that the agent personally served the Notice to the Tenant on March 20, 2013. The Tenant appears to have signed this document to acknowledge receipt of the Notice.

On the Application for Dispute Resolution, the Landlord declared that the 10 Day Notice to End Tenancy for Unpaid Rent was personally served on March 05, 2013 and that the Tenant owes \$720.00 in rent for March and \$545.00 in rent for February.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement, in which the Tenant agreed to pay monthly rent of \$600.00 by the first day of each month. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I accept that the Tenant was served with a notice of rent increase that increased the rent from \$695.00 to \$720.00, effective July 01, 2012. In that absence of evidence to show that the rent was properly increased from \$600.00 to \$695.00 however, I find that I have insufficient evidence to establish that the Tenant was ever obligated to pay more than \$600.00 in monthly rent.

As I have insufficient evidence to determine whether the rent was properly increased from \$600.00, I cannot determine whether rent is currently due. In reaching this conclusion I was influenced by the possibility that the Landlord may have been collecting an improper rent increase for many years, in which case the Tenant may have had the right to withhold rent, pursuant to section 43(5) of the *Act*.

As I have insufficient evidence to determine how much, if any, rent is owed, I find that a conference call hearing is required in order to determine the merits of the Application for Dispute Resolution.

Conclusion

The Notice of Reconvened Hearing, this Interim Decision, the Application for Dispute Resolution, and any evidence that will be introduced at the hearing by the Landlord must be served upon Tenant, in accordance with section 88 of the *Act*, within **three (3) days** of receiving this decision and the Notice of Reconvened hearing. The Notice of Reconvened Hearing will be mailed to the Landlord by the Residential Tenancy Branch.

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: April 08, 2013

Residential Tenancy Branch

