



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST UNITED CHURCH SOCIAL HOUSING SOCIETY
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 which declares that on September 28, 2013, the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that 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

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

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 a residential tenancy agreement which was signed by the parties, indicating a monthly rent of \$380.00 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 12, 2013, with a stated effective vacancy date **which has not been completed by the landlord**, for \$2,406.00 in unpaid rent.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice of direct request proceedings as declared by the landlord.

However, the Direct Request process is a mechanism that allows the 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.

The landlord has submitted a 10 Day Notice to End Tenancy for Unpaid Rent, however, under section 52 of the Act, in order to be effective, a notice to end a tenancy must state the effective date of the notice. In this case, the landlord has failed to complete that portion of the notice. As a result, the notice to end tenancy issued on September 12, 2013, is invalid as it does not comply with the Act. Therefore, I cancel the notice to end tenancy issued on September 12, 2013. The landlord is at liberty to serve a new notice to end tenancy under the Act.

Further, the landlord has filed a tenancy agreement which stated the monthly rent was \$380.00 per month, until such time as the rent is increased in compliance with the Residential tenancy Act.

In this case, the landlord has not submitted any copies of the notice of rent increases and it appears by the tenant's rent ledger, which was submitted as evidence that the monthly rent was increase to \$544.00. As a result of this discrepancy, I am unable to determine what the correct monthly rent is payable under this tenancy agreement.

Therefore, I find landlord's application must be dismissed 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: November 14, 2013

Residential Tenancy Branch

