



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hugh & McKinnon Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the Act). The landlord applied for an order of possession and a monetary order for unpaid rent.

Preliminary Issue – Invalid Notice to End Tenancy

The Notice to End Tenancy for Unpaid Rent, dated November 13, 2013, states that the tenant failed to pay rent of \$800 that was due on November 1, 2013. The tenancy agreement indicates that the monthly rent is \$800 per month, less \$25 per month for the first year, as a move-in bonus. In their application, the landlord claimed \$800. The Notice did not provide any breakdown of the claim for \$800.

In a 10 Day Notice to End Tenancy for Unpaid Rent, a landlord may not claim any fees or amounts greater than the rent owed, aside from utilities, which are dealt with separately. If the landlord claims an amount greater than the rent owed, the notice will be invalid.

In this case, I find that the rent owing on November 1, 2013 was \$775, not \$800 as indicated on the notice. The landlord claimed an amount greater than the rent owed, and therefore the notice is invalid.

I further note that the landlord's ledger indicates that the tenant paid \$775 for December 2013 rent, and the landlord failed to indicate whether that amount was accepted for use and occupancy only; otherwise, the landlord may have reinstated the tenancy.

Conclusion

The application for an order of possession pursuant to the notice is dismissed.

The application for a monetary order 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 19, 2013

Residential Tenancy Branch

