



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 February 14, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding via personal service.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding;
- A copy of a rental agreement which was signed by the parties on November 30, 2010, indicating that at the beginning of the tenancy the tenant was obligated to pay \$675.00 in rent in advance on the first day of the month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) which the landlord served on the tenant on February 2, 2014 for \$1,118.00 in unpaid rent due in the month of February 2014; and
- A copy of the Proof of Service of the Notice showing that the landlord served the Notice on the tenant by personal service.

The Notice restates section 46(4) of the Act which provides that the tenant had five days to pay the rent in full or apply for Dispute Resolution. The tenant did not apply to dispute the Notice within five days from the date of service and the landlord alleged that the tenant did not pay the rental arrears.

Analysis

I find that the tenant received the Notice on February 2, 2014. However, it is unclear how the landlord calculated the amount due set out in the Notice. For that reason, the basis for seeking to end the tenancy is not clear.

According to RTB Policy 39 "Direct Requests", the documents a landlord must provide in a direct request include:

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

In this case, the landlord has not indicated whether the tenant's current monthly rent is still \$675.00, as it was at the beginning of the tenancy. The landlord has also not provided any calculation to support the amount due of \$1,118.00 shown on the Notice. For these reasons, I am unable to confirm that the tenant was served with a proper notice to end tenancy.

Conclusion

I dismiss the landlord's application 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: February 24, 2014

Residential Tenancy Branch

