



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONNECTOR PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (referred to as the Act) in response to an application made by the landlord for an Order of Possession and a Monetary Order for unpaid rent.

### Analysis & Conclusion

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision without a participatory hearing. As a result, the landlord must follow and submit documentation **exactly** as the Act prescribes and there can be no omissions or deficiencies within the written submissions that are left open to interpretation or inference.

Whilst the landlord has submitted all of the required documents required for the Direct Request process, there are omissions and deficiencies with the landlord's application as follows:

- The landlord submitted a signed Proof of Service of the Notice of Direct Request which declares that the landlord served each tenant with the Notice of Direct Request by registered mail. The landlord provided a copy of the Canada Post tracking numbers and receipt. However, the landlord has failed to complete the red registered mail labels with the tenants' address which would have otherwise provided evidence that the landlord had registered mailed the documents to the address on the landlord's application. In the absence of sufficient evidence to show the location of where these documents were sent to, I am unable find the tenants have been properly served with the Notice of Direct Request.
- The landlord submitted a Notice of Rent Increase which was served to the tenant on October 13, 2011 for a rent increase to take effect on February 1, 2012. As a

result, according to the notice, the tenant was liable to pay an increase of \$34.00 in addition to the rent established at the start of the tenancy of \$800.00, for a total new rent amount of \$834.00.

However, in the details section of the landlord's application, the landlord claims unpaid rent in the amount of \$835.00 each for October and November, 2013. Policy Guideline 37 to the Act on Rent Increases states that the rent increase cannot exceed the percentage amount and therefore a landlord should not round up any cents in calculating the allowable increase. The landlord has provided insufficient evidence to explain why \$835.00 is being claimed from the tenant as oppose to the \$834.00 documented in the notice of rent increase.

- The landlord issued the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The notice shows that the tenant owes \$1,763.00 that was due on October 1, 2013. However, according to the details section of the landlord's application, the amount that was due by October 1, 2013 was \$93.00 for September, 2013 and \$835.00 for October, 2013, for a total amount of \$928.00. This contradicts the amount documented on the notice to end tenancy.

Under these circumstances, I **dismiss** the landlord's application **with leave to reapply**. However, the landlord should not apply for a Direct Request Proceeding unless all the documents provided are correct and complete and the application contains sufficient evidence to explain the discrepancies; these may be better addressed through the normal dispute resolution process which includes a participatory hearing.

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: January 08, 2014

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Residential Tenancy Branch

