



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SELKIRK HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction and preliminary matter

This non-participatory, matter was conducted by way of a direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), via the documentary submissions only of the landlord, and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit and a monetary order for unpaid rent, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 15, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Evidence and Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), dated May 4, 2014, as declared by the landlord. The Notice stated "you have failed to pay rent in the amount of \$870 that was due on May 1, 2014."

Included with the documents provided by the landlord, a written tenancy agreement signed by the parties on February 25, 2006, for a tenancy start date of March 1, 2006, indicates that monthly rent was \$715; however the landlord failed to provide evidence to substantiate that the monthly rent had increased from \$715 to \$870 by way of notices to increase the rent on the proper form. I note that the landlord, after the date they filed their application, did provide a front page of a two page notice of rent increase, which did not contain information necessary to make a determination that the rent had increased over the life of this tenancy, such as each and every complete notice would show.

The direct request procedure is based upon written submissions only. Accordingly, written submissions must be sufficiently clear and complete in order to succeed. There can be no inferences or assumptions made with respect to the claim of the landlord. Documents that must be submitted in order to qualify for the direct request procedure is substantiation of the monthly rent obligation.

As the landlord has failed to prove that the tenant's monthly rent had increased from \$715 to \$870, I find the Notice is not enforceable as I am unable to verify the amount of rent listed is the amount due.

I find this application cannot proceed under the direct request process.

Conclusion

I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent, dated May 4, 2014, which is the subject of this application is without force or effect.

Under these circumstances, I dismiss the landlord's application with leave to reapply.

The landlord should not apply for a direct request proceeding unless all documents are submitted in full. Therefore, the landlord may wish to submit a new application 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* and is being mailed to both the applicant and the respondent.

Dated: June 06, 2014

Residential Tenancy Branch

