



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cultus Lake Village Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to Section 48(4) of the *Manufactured Home Park Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order due to unpaid rent. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 18, 2014 the landlord served each tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document sent by mail is deemed served on the 5th day after it is mailed.

Based on the written submissions of the landlord, I find that each tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Act*.

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 39, 48, 60, and 65 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on June 17, 2013 for a month to month tenancy beginning on July 1, 2013 for the monthly rent of \$404.00 due on the 1st of each month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 10, 2014 with an effective vacancy date of July 20, 2014 due to \$1,611.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the months of April, May, June, and July 2014 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving it with the male tenant on July 10, 2014 at 2:00 p.m. and that this service was acknowledged by the tenant when he signed the Proof of Service document.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord explains in their Application for Dispute Resolution – Details of Dispute that the tenant has not paid rent since March 2014 and that the outstanding rents are April - \$383.00; May - \$404.00; June - \$412.00; and July - \$412.00. However, the tenancy agreement stipulates that rent is \$404.00. The landlord did not provide any explanation as to why these differing amounts for each month.

Analysis

Direct Request proceedings are conducted when a landlord issues a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenant(s) has not filed an Application for Dispute Resolution seeking to cancel the Notice within 5 days of receiving the Notice. The proceeding is conducted *ex parte* and based solely on the paperwork provided by the applicant landlord.

Because the hearing is conducted without the benefit of having a participatory hearing in which I might question either of the parties if something is unclear in the paperwork all documents submitted must be complete and clear.

In the case before me the landlord states in their Application that the tenant has not paid rent since March and yet has differing amounts owed for each of the first 3 months owing and the last two months owing the landlord claims the tenants owe more than what the tenancy agreement states that monthly rent is.

As such, I find the landlord's Application, as is, is not suitable to be adjudicated through the Direct Request process.

Conclusion

Based on the above, I dismiss the landlord's Application for Dispute Resolution with leave to reapply either through the participatory hearing process or through the Direct Request process if the landlord can provide a complete explanation of their claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 31, 2014

Residential Tenancy Branch

