



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding San Stel Investments Ltd.
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* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 19, 2014, at 11:08 a.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding by registered mail. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the Landlord's written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and 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 Proceeding;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a manufactured home site tenancy agreement which was signed by the parties on June 7, 2010, indicating a monthly rent of \$451.34 due on the first day of the month. The agreement indicates that the tenancy started on June 7, 2010;

- Two Notices of Rent Increase, indicating that rent was increased from \$481.47 to \$499.30 effective May 1, 2013; and from \$499.87 to \$510.86 effective May 1, 2014 ;
- A Monetary Worksheet; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 2, 2014, with a stated effective vacancy date of August 12, 2014, for \$530.86 in unpaid rent.

Documentary evidence filed by the Landlord indicates that rent for the month of August in the amount of \$530.86 remains unpaid. The documentary evidence indicates that the Landlord's agent served the 10 Day Notice to End Tenancy for Unpaid Rent by attaching the document to the Tenant's door on August 2, 2014, at 10:00 a.m. The Proof of Service document is signed by a witness.

The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

A Direct Request is a limited expedited procedure for obtaining an Order of Possession when a tenant has not paid rent or utilities. A landlord may also request a monetary order limited to the amount of outstanding rent and utilities with justification and evidence to support the amount due. The Decision is made on written documentation only and the arbitrator cannot ask questions with respect to the documentary evidence. For this reason, applications processed through the Direct Request procedure must have all required supporting documentation attached.

The Landlord did not provide a copy of a Notice of Rent Increase for 2011 or 2012. The Notices dated 2013 and 2014 are not signed by the Landlord; are effective on a date that is sooner than the one year anniversary of the tenancy; and the rent is incorrectly calculated as follows:

<u>2012 Notice of Rent Increase</u>	
Current rent	\$481.57
Rent increase	<u>\$18.30</u>
New rent	\$499.30 (sic)

<u>2013 Notice of Rent Increase</u>	
Current rent	\$499.87 (sic)
Rent increase	<u>\$10.87</u>
New rent	\$510.86 (sic)

The Monetary Worksheet and the Notice to End Tenancy both indicate that the Tenant is in arrears in the amount of \$530.86.

The Notice to End Tenancy was issued on August 2, 2014 and indicates that the rent was due on August 2, 2014; however, the tenancy agreement indicates that rent was due on the 1st day of each month.

In this case, I find that the Landlord did not provide sufficient evidence with respect to the amount of rent that is owed. Therefore, I cannot make findings with respect to the validity of the Notice to End Tenancy. I also find that this matter is not suitable for an application under the Direct Request Process due to the numerous errors in the Landlord's documentary evidence.

The Landlord is at liberty to issue another Notice to End Tenancy.

Conclusion

The Landlord's application is dismissed.

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: August 26, 2014

Residential Tenancy Branch

