



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MARYSVILLE LIONS HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPRM-DR, FFL

### Introduction

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”), and dealt with an application for dispute resolution by the landlord for an order of possession for the rental unit due to unpaid rent and for 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 April 8, 2019, the landlord served the tenant with the Notice of Direct Request Proceeding by leaving a copy with the tenant.

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 for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on March 29, 2018, indicating a monthly rent of \$375.00, for a tenancy commencing

on March 29, 2018. The tenancy agreement also indicated a separate monthly charge of \$15.00 for laundry;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") dated April 8, 2018, for \$390.00 in unpaid rent. The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution;
- A copy of a Proof of Service Notice to End Tenancy form which indicates that the Notice was hand delivered to the tenant on April 8, 2019, at 5:06 p.m.; and
- A Direct Request Worksheet showing a payment of \$375.00 on April 11, 2019, leaving a balance of \$15.00.

### Analysis

I have reviewed all documentary evidence before me and find that the tenant was obligated to pay the monthly rent in the amount of \$375.00, as per the tenancy agreement.

As the tenant was served the Notice on April 8, 2019, she had five days from that date, or April 13, 2019, to pay the rent listed on the Notice or file an application for dispute resolution in dispute of the Notice.

The landlord's evidence showed that the landlord included the laundry fee of \$15.00 in the total unpaid rent listed on the Notice. Additionally, the landlord's evidence shows that the tenant paid the amount of \$375.00 on April 11, 2019.

In a 10 Day Notice to End Tenancy for Unpaid Rent, a landlord may not claim any fees or amounts greater than the rent owed, aside from utilities, which are dealt with separately. I therefore find that the amount of unpaid rent for April was \$375.00, not \$390.00 as listed on the Notice, and that the tenant paid the unpaid rent for April within the allowable time as noted above.

### Conclusion

Based on the above, I dismiss the landlord's application without 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: May 3, 2019

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Residential Tenancy Branch