



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

INTERIM DECISION

Dispute Codes

OPR, MNR, MNSD, FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (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 December 16, 2009 the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord and in the absence of evidence to the contrary, I find the male Tenant has been served with the Dispute Resolution Direct Request Proceeding document.

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The Landlord received the Direct Request Proceeding package on December 16, 2009 and initiated service that day.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent;; and to recover the filing fee from the Tenants for the cost of the Application for Dispute Resolution, pursuant to sections 55, 67, and 72 of the *Act*.

Background and Evidence

I have reviewed the following evidence that was submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant.
- A copy of a residential tenancy agreement between the Landlords and the Tenants. This agreement indicates that the tenancy began on March 02, 2009; that the Tenants are required to pay monthly rent of \$450.00 on the twenty-eight day of each month.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was signed by the Landlord on December 03, 2009, which states that the Tenants must vacate the rental unit by December 14, 2009 as they have failed to pay rent in the amount of \$300.00 that was due on November 30, 2009. The Notice states that the tenancy will end unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice.

In the Application for Dispute Resolution the Landlord stated the Tenants were served with the 10 Day Notice to End Tenancy for Unpaid Rent by registered mail on December 05, 2009. The Landlord submitted a copy of a Canada Post Receipt, with a tracking number, which indicates that the Landlord mailed a package to each Tenant at the service address listed on the Application for Dispute Resolution. The Landlord submitted documentation from Canada Post that shows both packages was received by the Tenants on December 05, 2009, at which time the male Tenant's signature was electronically recorded.

In the Application for Dispute Resolution, the Landlord stated that the Tenants owe rent, although the Landlord does not specifically declare the amount that is owed. The Landlord is seeking a monetary Order of \$592.00, however he does not explain why he would be owed that amount when the Notice to End Tenancy declared that only \$300.00 in rent was outstanding.

Analysis

I find that the Landlord has submitted insufficient evidence to determine how much rent is currently outstanding. In reaching this conclusion, I was strongly influenced by the discrepancy between the amount of rent that the Landlord declared was owing on the Notice to End Tenancy and the amount of compensation the Landlord is seeking in his Application for Dispute Resolution; and the absence of information on the Application for Dispute Resolution that explains this discrepancy.

Conclusion

Having found that the Landlord has failed to establish the amount of rent that is due, I order that the direct request proceeding be reconvened in accordance with section 74 of the *Act*. I find that a conference call hearing is required in order to determine the

amount of rent that is due. Notices of Reconvened Hearing are enclosed with this decision for the Landlord. A copy of the Notice of Reconvened Hearing, this Interim Decision, the Application for Dispute Resolution, and any evidence that will be introduced at the hearing by the Landlord must be served upon each Tenant, in accordance with section 88 of the *Act*, within **three (3) days** of receiving this decision.

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: December 30, 2009.

Dispute Resolution Officer