Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   OPR

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the Act). The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent.

The Notice to End Tenancy for Unpaid Rent, dated January 16, 2012, states that the tenants failed to pay rent of $950.16 that was due on January 16, 2012. The tenancy agreement indicates that the monthly rent is $900, due on the last day of each month. The landlord did not provide on the notice or anywhere else in their documentary evidence an explanation for the claim of $950.16.

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. If the landlord claims an amount greater than the rent owed, the notice will be invalid. Further, the notice must be served at least one day later than the day that rent is due

In this case, the landlord did not provide any evidence to show that the tenant's rent had increased, that the amount owing represented unpaid rent for more than one month, or that the amount included any fees other than rent. Furthermore, the notice indicates that rent is due on a different date than the date set out on the tenancy agreement. I therefore find that the notice is fatally flawed and rendered invalid. I accordingly dismiss the application.

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: February 6, 2012.

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                                        Residential Tenancy Branch