



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes – OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) 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 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 August 20, 2010 the landlord served the 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 the tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

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 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 17, 2010 for a 1 year fixed term tenancy beginning on July 1, 2010 for the monthly rent of \$1,200.00 due on the 1st of the month and a security deposit of \$600.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on August 5, 2010 with an effective vacancy date of August 18, 2010 due to \$1,200.00 in unpaid rent. The notice indicated a different address that the dispute address must be vacated.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the month of August 2010 and that the tenant was served a 10 Day Notice

to End Tenancy for Unpaid Rent when it was posted to the rental unit door on August 5, 2010 at 5:00 p.m. The landlord has provided written confirmation that this service was witnessed by a third party.

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

Analysis

Section 52 of the *Act* states that in order to be effective, a notice to end tenancy must be in writing and must, among other things give the address of the rental unit.

I have reviewed all documentary evidence and as the 10 Day Notice to End Tenancy for Unpaid Rent indicated an address other than the rental unit, I find the Notice is not compliant with Section 52. As a result, I find the 10 Day Notice to be of no force or effect.

Conclusion

For the reasons noted above, I dismiss the landlord's application, in its entirety, 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: September 13, 2010.

Dispute Resolution Officer