



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of 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 April 13, 2011 the Landlord served the Tenant with the Notice of Direct Request Proceeding by registered mail. 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, and 67 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- 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 October 29, 2010, for a fixed term tenancy effective November 1, 2010, for the monthly rent of \$950.00 due on the 1<sup>st</sup> day of every month. A note on the tenancy agreement states that the Landlord agrees to receiving \$475.00 on the 1<sup>st</sup> of month and remaining \$475.00 on or before 20<sup>th</sup> of month; and
- A copy of the first page of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, March 18, 2011, with an effective vacancy date which was unclear on the Notice due to \$475.00 in unpaid rent which is listed as being due on February 20, 2011, and \$475.00 in unpaid rent which is listed as being due on March 4, 2011.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on March 18, 2011. However, it is not clear from the submissions if the Landlord served the Tenant with both pages of the Notice.

The Notice states that the tenant had five days to pay the rent in full 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 from the date of service.

### Analysis

The Landlord has provided page 1 of a copy of the 10 Day Notice to End Tenancy which was issued on March 18, 2011 and states "you have failed to pay rent in the amount of \$475.00 that was due on February 20, 2011, and \$475.00 due on March 4, 2011."

The Landlord did not provide a clear effective move out date on the Notice, as it appears to be March 38, 2011. Further the Landlord provided only one page of the Notice; therefore the Landlord did not prove he served the Tenant with both pages.

The purpose of serving documents under the *Act* is to notify the person being served of their breach and notification of their rights under the *Act* in response. The Landlord is seeking to end the tenancy due to this breach; however, the Landlord has the burden of proving that the Tenant was served with the 10 Day Notice to End Tenancy which meets the form, content, and service under sections 52 and 89 of the *Residential Tenancy Act*.

I find that the 10 Day Notice issued by the Landlord does not meet the requirements of the *Act* as the effective end of the tenancy date was not clear. Therefore the Notice is not enforceable as the move out date listed due is invalid and the 2<sup>nd</sup> page was not provided.

Based on the above I find that this application does not meet the requirements for the Direct Request process and I hereby dismiss the Landlord's application without leave to reapply.

### Conclusion

**I HEREBY ORDER** that the 10 Day Notice to End Tenancy issued for Unpaid Rent and dated March 18, 2011, is without force or effect.

**I HEREBY 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: April 27, 2011.

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Residential Tenancy Branch