



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 15, 2011 the landlord served the tenants 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 tenants have been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Act*.

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, 52, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on November 26, 2011 for a 1 year fixed term tenancy beginning on November 1, 2010 for the monthly rent of \$1,900.00 due on the 1st of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 27, 2011 with an effective vacancy date of July 7, 2011 due to \$1,900.00 in unpaid rent;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 15, 2011 with an effective vacancy date of July 25, 2011 due to \$1,900.00 in unpaid rent; and
- An unsigned copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 29, 2011 with an effective vacancy date of July 29, 2011 due to \$1,900.00 in unpaid rent;

Each of the above mentioned 10 Day Notices to End Tenancy for Unpaid Rent and an additional 1 Month Notice to End Tenancy for Cause submitted into evidence list the name of the person signing the notices as the property management company name.

Analysis

Section 52 of the Act stipulates that in order to be effective, a notice to end tenancy must be in writing and must:

- a) Be signed and dated by the landlord or tenant giving the notice;
- b) Give the address of the rental unit;
- c) State the effective date of the notice;
- d) State the grounds for ending the tenancy; and
- e) When given by the landlord, be in the approved form.

The approved form specifically requests the name of the person or agent signing the notice, not the name of the company because a company cannot sign a document only its officers can. As each of the notices submitted by the landlord list the person signing the notice as the company name, I find the landlord has issued notices to end the tenancy that do not comply with Section 52.

In addition, based on the submissions of the landlord I am unable to determine the amount owing to the landlord for rent and as such, I find the Direct Request process is not a suitable venue to adjudicate this portion of the landlord's application.

Conclusion

For the reasons noted above, I dismiss the landlord's Application for an order of possession based on the above listed notices without leave to reapply.

I also dismiss the landlord's Application for a monetary order. However, as I have determined the reason to dismiss is related to the process chosen for adjudication, I dismiss this portion of the landlord's Application with 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: August 23, 2011.

Residential Tenancy Branch