



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*, and dealt with an application made by the landlord for an Order of Possession and a monetary order for unpaid rent.

The landlord submitted 4 signed Proof of Service of the Notice of Direct Request Proceeding documents, which all declare that on January 25, 2012 the landlord served each of the tenants with the Notice of Direct Request by leaving a copy with each of the tenants. Based on the written submissions of the landlord, I find that the tenants have been served with the Notice of Direct Request Proceeding requesting an Order of Possession and a monetary order.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and one of the tenants on June 29, 2011 for a tenancy beginning July 1, 2011, for the monthly rent of \$1,425.00 payable on the 1st day of each month;
- A copy of a 10 Day Notice to end Tenancy for Unpaid Rent or Utilities which was issued on January 3, 2012 with an effective date of vacancy of January 13, 2012, although only one page of the 2-page form has been provided;
- A copy of a Proof of Service for the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that states that the tenants were served with the notice on January 3, 2012 by personally serving one of the tenants;

- The Landlord's Application for Dispute Resolution filed January 24, 2012 which states that the tenants have not paid the full amount of rent for the month of January, 2012 but no amount of a claim has been filled in on the application;
- A letter detailing the dispute which states that at the time of service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant who was served, paid the landlord \$200.00, and that a receipt marked, "For Use and Occupancy Only" was issued to the tenant for that payment.

Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with the notice to end tenancy as declared by the landlord. However, in the documents submitted by the landlord in this application, the landlord has not provided page two of the notice to end tenancy, and I have no evidence before me to suggest that the tenants were served with both pages. The *Residential Tenancy Act* states that in order to be effective, the notice to end tenancy provided by the landlord must be in the approved form, which includes 2 pages. Page 2 of the form is particularly important as it gives important information to tenants with respect to the rights and obligations of a tenant regarding unpaid rent. As part of an application the landlord is required to serve to the tenant, and then submit as evidence in their application, both pages of the notice to end tenancy.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed. The landlord is at liberty to re-serve a notice to end tenancy if rent remains unpaid, but must provide both pages of the notice to the tenants, and must provide both pages when submitting evidence to the Residential Tenancy Branch.

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: January 30, 2012.

Residential Tenancy Branch