



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "*Act*"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 30, 2012, the landlord sent the tenant the Notice of Direct Request Proceeding by registered mail. The landlord provided a copy of the Canada Post Tracking Number and the Customer Receipt to confirm this mailing.

Based on the written submissions of the landlord, I find that the tenant has been duly served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 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 served to the tenant;
- A copy of a residential tenancy agreement which was signed by the landlord and the tenant, indicating a monthly rent of \$675.00 due on the 1st day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on the tenant's door on August 21, 2012 with a stated effective vacancy date of August 31 2012, for \$337.50 in unpaid rent.

Witnessed documentary evidence filed by the landlord indicates that the tenant failed to pay all outstanding rent was served by posting the 10 Day Notice to the tenant's door at 7:30 p.m. on August 21, 2012. In accordance with section 88 and 90 of the *Act*, the

tenant was deemed served with this 10 Day Notice on August 24, 2012, three days after its posting.

The Notice states that the tenant had five days from the date of service 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

I have reviewed all documentary evidence and accept that the tenant has been deemed served with notice to end tenancy as declared by the landlord.

Although the landlord signed her first name to the 10 Day Notice, she did not provide her last name on her application nor did she provide her address where she could be served with documents or notices. She provided only her first name, her phone number and noted "Rest of information can be received from mediator: Berry phone: 604-835-4757."

Section 46(2) of the *Act* requires that "a notice under this section must comply with section 52 [*form and content of notice to end tenancy*]." The 10 Day Notice form clearly states that a landlord is required to provide his or her full name and the landlord's "address for service of documents or notices where material will be given personally, left for, faxed or mailed." The landlord did not provide the tenant with any of this information and redirected the tenant to a first name and phone number of someone who she apparently wished to act on her behalf with respect to this tenancy. Without proper information in the 10 Day Notice, I am uncertain as to whether the tenant had a proper opportunity to make arrangements with the landlord's agent to pay the rent identified by the landlord as owing.

Under these circumstances, I find that the landlord has failed to provide sufficient information in her 10 Day Notice to enable the tenant to pursue his options. I find that there are multiple errors in the landlord's 10 Day Notice which invalidates that Notice. The landlord's 10 Day Notice is of no effect. I dismiss the landlord's 10 Day Notice without leave to reapply. If the landlord intends to end this tenancy for non-payment of rent, she will need to issue a new valid 10 Day Notice to the tenant.

I also find that the lack of information in the landlord's 10 Day Notice and the lack of information regarding the landlord's receipt of payments for this tenancy are of sufficient concern that I am also unable to issue a monetary Order in the landlord's favour. I dismiss this portion of the landlord's application with leave to reapply.

Conclusion

I dismiss the landlord's application for an Order of Possession based on the existing 10 Day Notice without leave to reapply.

I dismiss the landlord's application for a monetary Order 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: September 06, 2012

Residential Tenancy Branch