



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nordon Apartments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR and MNR

Introduction

This hearing was conducted as a Direct Request Proceeding, pursuant to section 48(4) of the *Manufactured Home Park Tenancy Act* (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 the landlord served the tenant with the Notice of Direct Request Proceeding sent by registered mail on April 18, 2013.

Based on the written submission of the landlord, I find that the tenant has been served with the 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 a Monetary Order for the unpaid rent.

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 April 14, 1999 and a series of Notices of Rent Increase showing present rent to be \$536 per month;

- A copy of a 10 Day Notice to End Tenancy for unpaid rent which was served by posting on the tenant's door on April 6, 2013.

Documentary evidence filed by the landlord indicates the tenant had failed to pay the \$536 rent that was due on April 1, 2013.

I note that the Notice to End Tenancy submitted into evidence bears no signature, printed name or date in the spaces provided at the bottom of the form.

Analysis

Section 39 of the *Act* which makes provision for the service of a 10-day Notice to End Tenancy for unpaid rent requires that such notice comply with section 45 of the *Act* which sets out the form and content required if such notice is to be effective. Section 45 states that the notice must be signed and dated.

Therefore, I find that the Notice to End Tenancy is of no effect for want of form and the present application must be dismissed without leave to reapply. The landlord remains at liberty to serve another notice and make application on that new notice if circumstances so warrant.

Conclusion

This application is dismissed without leave to reapply and the Notice to End Tenancy served on April 6, 2013 is set aside.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: May 09, 2013

Residential Tenancy Branch

