



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

This matter was conducted by way of 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 3, 2013 at 1:10 p.m. the landlord personally served the tenant with the Notice of Direct Request Proceeding; at the rental unit address. The landlord provided a Proof of Service document, signed, confirming service to the tenant.

Section 90 of the Act determines that a document is deemed to have been served on the same day as personal delivery.

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

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

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 March 29, 2013, indicating a monthly rent of \$880.00 due on the 1st day of the month;
- Copies of emails sent between the landlord to the tenant; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 14, 2013 with a stated effective vacancy date of June 24, 2013, for \$880.00 for unpaid June 2013 rent.

The 10 Day Notice to End Tenancy supplied as evidence by the landlord was not signed by the landlord. It was given to the tenant via registered mail sent on June 19, 2013;

Canada Post evidence supplied indicated that on June 19, 2013 the tenant signed, accepting the mail.

Analysis

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

The Notice is deemed to have been received by the tenant on June 19, 2013, the date she signed accepting the registered mail.

Section 52 of the Act provides:

Form and content of notice to end tenancy

52 *In order to be effective, a notice to end a 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) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and*
- (e) when given by a landlord, be in the approved form.*

(Emphasis added)

In the absence of a signature on the Notice that was submitted as evidence I find that the request for an Order of possession is dismissed. If a signed copy of the Notice was given to the tenant, evidence of such was not before me. Therefore, as the Notice supplied as evidence does not comply with the form and content required by section 52 of the Act, I find that the application is dismissed.

Conclusion

The application is dismissed.

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: July 10, 2013

Residential Tenancy Branch