



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MEICOR REALITY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter was conducted by way of a Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (referred to as the Act) in response to an application made by the landlord for an Order of Possession and a Monetary Order for unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request which declares that on December 17, 2013 the landlord served each tenant personally with the Notice of Direct Request. 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?

Has the landlord established a monetary claim against the tenants for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a tenancy agreement which was signed by the landlord and the tenants on July 31, 2013 for a tenancy commencing on August 1, 2013 for the monthly rent of \$750.00 payable in advance on or before the first calendar day of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on December 3, 2013 due to \$750.00 in unpaid rent due on December 1, 2013. The notice contains an incomplete date the tenant is required to leave, namely the missing month, and only the first page of the 2 page approved notice was provided by the landlord.

- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities in which the landlord declares that the tenants were personally served the notice on December 3, 2013 with a witness; and
- The Landlord's Application for Dispute Resolution which was made on December 13, 2013 claiming \$750.00 for December, 2013 rent.

### Analysis

I have reviewed the documentation provided by the landlord for this application. As part of the application the landlord is required to provide both pages of the two page 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. Page two of the notice provides information to the tenant about the landlord's right to seek an Order of Possession through the Direct Request process if the tenant does not respond to the notice.

In the documents before me the landlord has not provided page two of the notice to end the tenancy. In order for a legal notice to be valid and enforceable it must be complete. In addition, Section 52(c) of the Act specifically states that in order to be effective, a notice to end tenancy **must** state the **effective date** of the notice. In this case, the notice to end tenancy does not show the month the tenant is required to move out and therefore the date is incomplete and the notice is not effective.

As I have not received a complete copy and both pages of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, I have no discretion and as a result, I dismiss the application without leave to reapply. The landlord is at liberty to serve a new notice to end tenancy on the tenants.

### Conclusion

For the reasons set out above, I hereby dismiss the landlord's application.

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: December 24, 2013

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Residential Tenancy Branch

