



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPR, MNR

### Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each tenant to declare that on December 13, 2013 the landlord served each tenant with the Notice of Direct Request Proceeding via registered mail sent to the rental unit.

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

I amended the Application for Dispute Resolution to reflect the tenants' names as spelled on the tenancy agreement

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation 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 parties on August 1, 2013, indicating a monthly rent of \$850.00 due on the 1<sup>st</sup> day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 3, 2013 with a vacancy date that was left blank due to \$850.00 in unpaid rent as of December 1, 2013 and damage of \$500.00; and,

- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenants' door on December 3, 2013 in the presence of a witness.

In the details of dispute the landlord states that the tenants failed to pay rent for December 2013. It is uncertain whether the tenants gave the landlord \$500.00 for damage as requested on the 10 Day Notice.

### Analysis

The purpose of serving a tenant with a Notice to End Tenancy is to put the tenant on notice as to their breach, under the Act, and notify the tenant as to the action that will be taken against them. A 10 Day Notice may only be used to end a tenancy for unpaid rent or utilities.

Upon review of the 10 Day Notice submitted as evidence, I find that it is significantly flawed in two ways: the 10 Day Notice indicates the landlord is seeking payment of \$500.00 for something other than rent or utilities; and, the effective vacancy date was left blank. Therefore, I find the 10 Day Notice invalid and unenforceable and I decline to find the tenancy at an end based upon this flawed Notice.

In light of the above, I dismiss this Application for Dispute Resolution with leave to reapply.

The landlord remains at liberty to serve another 10 Day Notice upon the tenants should rent remain outstanding for December 2013. The landlord remains at liberty to file an Application for Dispute Resolution for a participatory hearing to seek compensation for other damages or loss.

### Conclusion

The 10 Day Notice is invalid and unenforceable. The landlord's application is dismissed with leave.

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 20, 2013

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Residential Tenancy Branch

