



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 26, 2014, at 2:00 p.m. the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. The Landlord attached a Canada Post receipt which indicates the Tenant was also served via registered mail. Based on the written submissions of the Landlord, I find that the Tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- Canada Post receipts and a tracking slip which indicates the Tenant was served registered mail on February 26, 2014;
- A copy of a residential tenancy agreement which was signed by all parties for a fixed term tenancy that began on August 15, 2013, and is set to switch to a

month to month tenancy after July 15, 2014, for the monthly rent of \$1,300.00 which is payable on the first of each month;

- A copy of page one of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 17, 2014, with an effective vacancy date of February 27, 2014, due to \$1,300.00 in unpaid rent that was due January 1, 2014; and
- A copy of page one of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, February 17, 2014, with an effective vacancy date of February 27, 2014, due to \$1,300.00 in unpaid rent that was due February 1, 2014

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notices to End Tenancy for Unpaid Rent on February 17, 2014, at 7:00 p.m. when they were posted to the Tenant's door, in the presence of a witness.

Analysis

Section 52 of the Act stipulates that 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.

The approved form of a 10 Day Notice to end tenancy for unpaid rent is a *Residential Tenancy Branch* prescribed form that consists of two pages.

In this case the Landlord has applied through the Direct Request Process and provided evidence of only the first page of each of the 10 Day Notices. Accordingly, I find the Landlord submitted insufficient evidence to prove he served the Tenant with 10 Day Notices that were in the approved form. Therefore, the 10 Day Notices issued February 17, 2014, are invalid, and are of no use or effect.

Conclusion

The 10 Day Notices issued February 17, 2014 for January 2014 and February 2014 unpaid rent, are HEREBY CANCELLED, and are of no use or effect.

The Landlord's application is hereby dismissed, without 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: March 03, 2014

Residential Tenancy Branch

