



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

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 and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for each of 3 tenants; E.S., T.M. and P.H. The proof of service documents declared that on July 8, 2014 the landlord served E.S. and P.H. with the Notice of Direct Request Proceeding via registered mail sent to the rental unit address. The landlord provided a Canada Post receipt and tracking number as evidence of service to each of those tenants.

The landlord submitted a signed Proof of Service of the Notice of Direct Request for tenant T.M.; declaring that tenant was personally served with Notice of the proceeding at 9:30 p.m. on July 8, 2014, at the rental unit address.

Section 90 of the Act determines that a document is deemed to have been served on the 5th day after mailing and on the day of personal delivery.

Therefore, based on the written submissions of the landlord, I find that E.S. and P.H. have been served, pursuant to sections 89 and 90 of the Act, with the Direct Request Proceeding documents effective July 13, 2014 and that T.M. has been served effective July 8, 2014.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary Order for 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 each tenant;
- A copy of a residential tenancy agreement which was signed by the parties on March 4, 2014, indicating a monthly rent of \$1,200.00 due on the 1st day of the month; and

- A copy of a 10 day Notice to end tenancy for unpaid rent or utilities which was issued on June 10, 2014; the Notice does not include an effective date.

Analysis

Section 52 of the Act provides:

Form and content of a 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)

Therefore, in the absence of a valid Notice I find that the Notice is invalid and that the application is dismissed. The landlord is at liberty to issue a valid Notice and reapply.

Conclusion

The application is dismissed.

This decision is final and binding and 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 16, 2014

Residential Tenancy Branch

