



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 June 9, 2014, at 7:00 p.m. the Landlord personally served the Tenant with the Notice of Direct Request Proceeding. A second proof of service document indicates that the Notice of Direct Request Proceeding documents were sent to the Tenant by registered mail on June 12, 2014. The Landlord attached a Canada Post receipt. 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 documents for the Notice of Direct Proceeding for the Tenant;
- Canada Post receipts and a tracking slip which indicates the Tenant was served registered mail on June 12, 2014;
- A copy of a residential tenancy agreement which was signed by all parties for a month to month tenancy that began on February 1, 2014, for the monthly rent of \$800.00 which is payable on the first of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, June 1, 2014, with an effective vacancy date of June 11, 2014, due to \$800.00 in unpaid rent that was due June 11, 2014; and

Documentary evidence filed by the Landlord indicates that the Tenant was personally served the 10 Day Notice to End Tenancy for Unpaid Rent on June 1, 2014, at 1:30 p.m.

Analysis

Upon review of the 10 Day Notice to end tenancy for unpaid rent dated June 1, 2014, I find the Notice was not completed in accordance with section 52 of the Act. I make this finding in part because the Notice was signed and served to the Tenant on June 1, 2014, for rent of \$240.00 that was due June 11, 2014. Even if the Notice had a writing error, and it was supposed to read for rent that was due on June 1, 2014, the Notice was still issued too soon. Rent cannot be considered unpaid or late until June 2, 2014 the day after rent is due.

The 10 Day Notice also lists outstanding utilities that were due on May 27, 2014. That being said, the Landlord's application was submitted seeking only the rent of \$240.00 and there was no proof that the Tenant had been served a copy of the utility bill(s).

Based on the foregoing I find the 10 Day Notice issued and served on June 1, 2014, to be void and is of no force or effect. Accordingly, I dismiss the Landlord's claim, without leave to reapply.

Conclusion

The 10 Day Notice issued June 1, 2014 is HEREBY CANCELLED, and is 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*.

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Dated: June 19, 2014

Residential Tenancy Branch

