



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes OPR, MNR

### Introduction

This matter proceeded 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 landlords for an Order of Possession and a monetary order for unpaid rent.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 22, 2014, the landlords served the tenant with the Notice of Direct Request Proceeding via registered mail.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later.

Based on the written submissions of the landlords, I find that the tenant has been duly served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to an Order of Possession for unpaid rent and to a monetary Order for unpaid rent, pursuant to sections 46, 55 and 67 of the Act.

### Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on June 1, 2010, indicating a monthly rent of \$700.00 due on the first day of the month;
- Notice of Rent increases; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on August 1, 2014, with a stated effective vacancy date of August 12, for \$2,145.00 in unpaid rent.

Documentary evidence filed by the landlords indicates that the tenant had failed to pay all rent owed for June and July, and was served the 10 Day Notice to End Tenancy for Unpaid Rent for June, July and August, by posting it on the door on August 1, 2014.

### Analysis

I have reviewed all documentary evidence and find that the 10 day Notice to End Tenancy issued by the Landlords is not valid, as it was served to the tenant on August 1, 2014, the day the August rent was due under the Tenancy Agreement. A tenant has until the end of the day that payment is due to make payment of rent, and therefore, the earliest the 10 Day Notice could have been issued was August 2, 2014. Therefore, I find the Notice was issued prematurely for August rent and is not valid.

I also find there is no evidence that the Landlords had served the Tenant with valid 10 day Notices to End tenancy in June or July, therefore, I am unable to find that the invalid August 1, 2014, 10 day Notice to End Tenancy would be sufficient to end the tenancy due to unpaid June or July rent.

### Conclusion

I find that the landlords issued an invalid 10 day Notice to End Tenancy; therefore, the Application is dismissed without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: September 05, 2014

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Residential Tenancy Branch

