



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 an *ex parte* 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 based on unpaid rent.

The landlord submitted two signed Proof of Service of the Notice of Direct Request Proceedings which declares that on June 24, 2016, the landlord personally served the tenants the Notices of Direct Request Proceeding. The landlord had the tenants sign their respective Proofs of Service of the Notice of Direct Request Proceeding to confirm personal service. Based on the written submissions of the landlord and in accordance with section 89, I find that the tenants have been duly served with the Direct Request Proceeding documents on June 24, 2016, the day it was personally served to them.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- Two copies of the Proof of Service of the Notices of Direct Request Proceeding served to the tenants;
- A copy of a residential tenancy agreement which was signed by the landlord and the tenants on August 27, 2012, indicating a monthly rent of \$950.00, due on the first day of the month for a tenancy commencing on September 01, 2012;
- A copy of a Notice of Rent Increase form showing the rent being increased from \$950.00 to the current monthly rent amount of \$970.90;

- A Monetary Order Worksheet showing the rent owing and paid during this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 05, 2016, and personally handed to Tenant B.M. on June 05, 2016, for \$2,341.60 in unpaid rent.

Witnessed documentary evidence filed by the landlord indicates that the 10 Day Notice was personally handed to Tenant B.M. at 7:00 p.m. on June 05, 2016. The 10 Day Notice states that the tenants had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end.

Analysis

Section 52 of the *Act* provides the following requirements regarding the form and content of notices 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,...and***
- (e) when given by a landlord, be in the approved form...***

I have reviewed all documentary evidence and I find that the landlord has not signed the 10 Day Notice. I find that this omission invalidates the 10 Day Notice as the landlord has not complied with the provisions of section 52 of the *Act*.

For this reason, the landlord's application to end this tenancy and obtain an Order of Possession on the basis of the 10 Day Notice of June 05, 2016, is dismissed without leave to reapply.

The 10 Day Notice of June 05, 2016, is cancelled and of no force or effect.

For the same reasons identified in the 10 Day Notice, the landlord's application for a monetary Order is dismissed, with leave to reapply.

Conclusion

The landlord's application for an Order of Possession on the basis of the 10 Day Notice of June 05, 2016 is dismissed, without leave to reapply.

The 10 Day Notice of June 05, 2016, is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

I dismiss the landlord's application for a monetary Order, with 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: July 05, 2016

Residential Tenancy Branch