



# Dispute Resolution Services

Page: 1

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 and a monetary Order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 30, 2016, the landlord sent the tenant the Notice of Direct Request Proceeding by way of UPS courier. The landlord provided a copy of the Purolator Shipment Receipt containing the Tracking Number to confirm this mailing.

### 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*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding served to the tenants;
- A copy of a residential tenancy agreement which was signed by the landlord and the tenant on October 03, 2014, indicating a monthly rent of \$2,800.00, due on the first day of the month for a tenancy commencing on October 01, 2014;
- A copy of the front of the registered mail for the 10 Day Notice showing the tracking number;

- Copies of correspondence from the tenants to the landlord;
- 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 06, 2016, with a stated effective vacancy date of June 19, 2016, for \$2,880.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the 10 Day Notice was sent by registered mail to the tenant on June 06, 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 tenant's address on the 10 Day Notice is different than the rental address on the tenancy agreement and is also different than the address on the correspondence from the tenant to the landlord. I find that tracking number for the registered mail, containing the 10 Day Notice, indicates that the 10 Day Notice was not received by the tenant and returned to the sender. The copy of the front of the registered mail package shows that the 10 Day Notice was sent to an address that is different than what is on the tenancy agreement.

I further find that the UPS tracking number indicates that there was an issue in delivering the Notice of Direct Request Package to the tenant due to an incorrect address.

For the above reasons, I dismiss the landlord's application to end this tenancy and obtain an Order of Possession on the basis of the 10 Day Notice of June 06, 2016, without leave to reapply.

The 10 Day Notice of June 06, 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.

If rent continues to be unpaid, the landlord may serve a new 10 Day Notice to the tenant.

### **Conclusion**

The landlord's application for an Order of Possession on the basis of the 10 Day Notice of June 06, 2016 is dismissed, without leave to reapply.

The 10 Day Notice of June 06, 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 06, 2016

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Residential Tenancy Branch