



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67 of the *Act*.

The tenant did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Landlord C.B. (the landlord) stated that she be representing the interests of both landlords in this matter.

The landlord testified that the Landlord's Application for Dispute Resolution (the Application) and evidentiary package were sent to the tenant by way of registered mail on August 16, 2017. The landlord provided a copy of the Canada Post Tracking Number to confirm this registered mailing. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the Application and evidentiary package on August 21, 2017, the fifth day after its registered mailing.

The landlord entered into written evidence a signed Proof of Service Document attesting to the fact that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was sent by registered mail to the tenant on August 02, 2017. The landlord provided a copy of the Canada Post Tracking Number to confirm this registered mailing. In accordance with sections 88 and 90 of the *Act* I find that the 10 Day Notice, identifying \$1,350.00 in rent owing for this tenancy, was deemed served to the tenant on August 07, 2017.

At the outset of the hearing the landlord testified that the tenant is still in the rental unit and has made a payment of \$1,000.00 on September 01, 2017 and \$350.00 on September 02, 2017, towards the rent amount owing on the 10 Day Notice.

The landlord stated that they are still seeking the Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

The landlord gave written evidence that this tenancy began on September 01, 2016, with a monthly rent of \$1,350.00 due on the first day of the month. The landlord testified that the security deposit was never paid.

A copy of the signed 10 Day Notice, dated August 02, 2017, with an effective date of August 15, 2017, was included in the landlord's evidence.

A copy of a Direct Request Worksheet showing the monthly rent owing and paid during this tenancy was also included in the landlord's evidence.

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 there is no address, from where the tenant must move out of or vacate, on 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*.

Therefore, 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 August 02, 2017, without leave to reapply.

The 10 Day Notice of August 02, 2017, 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 August 02, 2017, is dismissed without leave to reapply.

As I have found the 10 Day Notice of August 02, 2017 to be invalid, I order it cancelled and it is 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: September 13, 2017

Residential Tenancy Branch