



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

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 Proofs of Service of the Notices of Direct Request Proceeding which declare that on September 21, 2018, the landlord served the tenants the Notices of Direct Request Proceeding by personally handing the documents to Tenant T.W. The landlord had a witness sign the Proofs of Service of the Notices of Direct Request Proceeding to confirm personal service. Based on the written submissions of the landlord and in accordance with section 89 of the *Act*, I find that the tenants have been duly served with the Direct Request Proceeding documents on September 21, 2018.

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:

- A copy of a residential tenancy agreement which names a landlord who is not the applicant and was signed by Tenant T.W. on July 31, 2017, indicating a monthly rent of \$773.00, due on the last day of each month for a tenancy commencing on August 1, 2017;
- A copy of a Notice of Rent Increase form showing the rent being increased from \$773.00 to the monthly rent amount of \$803.00;

- A copy of two 10 Day Notices to End Tenancy for Unpaid Rent (the 10 Day Notices) dated September 2, 2018, for \$803.00 in unpaid rent. The 10 Day Notices provide 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 on the stated effective vacancy date of September 12, 2018;
- A copy of two witnessed Proof of Service Notice to End Tenancy forms which indicate that the 10 Day Notices were personally served to the tenants at 11:00 (a.m. or p.m. not indicated) on September 2, 2018; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy.

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 10 Day Notices are not signed by the landlord. I further find that this omission invalidates the 10 Day Notices 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 either of the 10 Day Notices dated September 2, 2018, without leave to reapply.

Both 10 Day Notices dated September 2, 2018 are cancelled and of no force or effect.

Conclusion

The landlord's application for an Order of Possession on the basis of either of the 10 Day Notices dated September 2, 2018, is dismissed, without leave to reapply.

Both 10 Day Notices dated September 2, 2018, are cancelled and of no force or effect.

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

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 25, 2018

Residential Tenancy Branch