



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FFL

### Introduction

On November 29, 2018, the Landlords filed an Application for Dispute Resolution by Direct Request. The Landlord was seeking an order of possession for the rental unit due to unpaid rent or utilities and for a monetary order to recover unpaid rent or utilities.

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act*. The ex-parte review was completed and a Decision was issued on December 10, 2018. The adjudicator found insufficient evidence of service of a 10 Day Notice and an attachment, and ordered the matter be heard by participatory hearing. The Landlord was ordered to serve the Tenants a Notice of Reconvened Hearing.

The matter was set for a conference call hearing. The Landlords agent (“the Landlord”) and the Tenant’s advocate attended the teleconference hearing.

The Parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Are the Landlords entitled to an order of possession due to unpaid rent?
- Are the Landlords entitled to a monetary order to recover unpaid rent?
- Are the Landlords entitled to recover the cost of the filing fee?

## Background and Evidence

The Landlord testified that the tenancy began on February 1, 2013, on a month to month basis. Rent in the amount of \$900.00 is to be paid to the Landlord by the last day of each month. The Tenant paid the Landlord a security deposit in the amount of \$450.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2018, ("the 10 Day Notice").

The Landlord testified that the Tenant was served the 10 Day Notice in person on November 6, 2018. The Landlord provided a copy of the 10 Day Notice.

The 10 Day Notice is incomplete. The box where the Landlord provides the amount of rent that is due does not contain a monetary amount. The box where the Landlord provides the date the rent was due is blank. The Landlord has written "see attached".

The Landlord did not provide the attachment that was served along with the 10 Day Notice.

The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

Section 52 of the Act provides that in order to be effective a notice to end 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,*
- (d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy,*
- (d.1) for a notice under section 45.1 [tenant's notice: family violence or long-term care], be accompanied by a statement made in accordance with section 45.2 [confirmation of eligibility], and*
- (e) when given by a landlord, be in the approved form.*

## Analysis

Based on the evidence before me, I find that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2018 is not an effective notice to end tenancy.

I find that the 10 Day Notice must provide the relevant information on why the tenancy must end. The 10 Day Notice does not provide the amount of rent that the Tenant failed to pay and does not provide the date the rent was due. While, I acknowledge the Landlord's submission that there was an attached document which provides that information, I find that the Act requires that a Notice must be in the approved form.

The 10 Day Notice that is before me does not provide the Tenant the full particulars of the amount of rent that must be paid within five days of receiving the Notice.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2018 is set aside. If the Landlord wants to pursue an order of possession for unpaid rent, the Landlord must issue a new 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and give the Tenant an opportunity to pay any amount of outstanding rent or dispute the Notice within 5 days of receiving it.

### Conclusion

The Landlords application is dismissed in it's entirely.

The 10 Day Notice dated November 5, 2018, does not provide the amount of rent that the Tenant failed to pay and does not provide the date the rent was due. The Act requires that a Notice to end tenancy must be in the approved form.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 5, 2018 is set aside.

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: January 28, 2019

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Residential Tenancy Branch