



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OPR – DR    OPUM – DR

### Introduction

This application has been made via the Direct Request Proceeding; an ex parte process pursuant to section 55(4) of the *Residential Tenancy Act* (the *Act*.)

The landlord has applied requesting an order of possession and monetary order based on unpaid rent.

The landlord has named two (2) tenant respondents.

The landlord submitted two (2) separate proof of service documents which both name tenant M.W. One proof of service declares the landlord served the tenant M.W. notice of the direct request proceeding by posting the documents to the door on September 23, 2019 at 5:00 p.m.

The second proof of service document declares that the landlord served the direct request proceeding documents to respondent M.W. by registered mail. This proof of service includes copies of Canada Post receipts and tracking numbers for each tenant. The receipt indicates that the tenants were each served by separate registered mail on September 25, 2019, to the rental unit address. The landlord C.A. has signed the proof of service document.

Based on the written submissions of the landlord I find that each tenant has been served the proceeding documents via registered mail in accordance with section 89(2)(b) of the *Act*.

In accordance with section 90(a) of the *Act* I find that the tenants are deemed served with notice of the direct request proceeding effective the fifth day after mailing; September 30, 2019.

Issue(s) to be Decided

Is the landlord entitled to an order of possession based on unpaid rent?

Is the landlord entitled to a monetary order based on unpaid rent?

Background and Evidence

The landlord submitted the following documents:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenants on November 14, 2014 , indicating a monthly rent of \$1,325.00, due on or before the first calendar day of each month;
- Copies of a series of annual Notices of Rent Increase in the approved form indicating rent was increased monthly rent effective January 01, 2016 to \$; January 01, 2017 to \$1,413.00; January 01, 2018 to \$1,469.00; and January 01, 2019 to \$1,505.00. A final notice is to take effect in 2020;
- A copy of a 10 day Notice to end tenancy for unpaid rent or utilities (the Notice) which is undated. The Notice indicated that the Notice would be automatically cancelled if the landlord received \$1,505.00 within five days after the tenants were assumed to have received the Notice. The Notice also indicated that the tenants were presumed to have accepted that the tenancy was ending and that the tenants must move out of the rental unit by the date set out in the Notice unless the tenants filed an application for dispute resolution within five days;

Analysis

Section 52 of the Act provides:

***Form and content of notice 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,*
- (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.*

(Emphasis added)

The Notice supplied as evidence is not dated. Therefore I find that the Notice fails to meet the standard form and content set out in section 52 of the Act and that the Notice is of no force and effect.

Therefore, I find that the request for an order of possession is dismissed. The landlord is at liberty to issue a Notice that complies with section 52 of the Act.

The request for compensation is dismissed with leave to reapply.

### Conclusion

The request for an order of possession is dismissed.

The request for compensation is dismissed 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: October 09, 2019

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Residential Tenancy Branch