



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU-DR, OPUM-DR, FFL

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 landlords for an Order of Possession based on unpaid rent and a Monetary Order.

The landlords submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on March 12, 2021, the landlords served Tenant K.A.M. the Notice of Direct Request Proceeding by attaching the documents to the door of the rental unit. The landlords had a witness sign the Proof of Service Notice of Direct Request Proceeding to confirm this service. Based on the written submissions of the landlords and in accordance with sections 89(2) and 90 of the *Act*, I find that Tenant K.A.M. is deemed to have been served with the Direct Request Proceeding documents on March 15, 2021, the fifth day after their registered mailing.

The landlords submitted a second signed Proof of Service Notice of Direct Request Proceeding which declares that on March 23, 2021, the landlords served Tenant B.M. the Notice of Direct Request Proceeding by attaching the documents to the door of the rental unit. The landlords had a witness sign the Proof of Service Notice of Direct Request Proceeding to confirm this service. Based on the written submissions of the landlords and in accordance with sections 89(2) and 90 of the *Act*, I find that Tenant B.M. is deemed to have been served with the Direct Request Proceeding documents on March 26, 2021, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Are the landlords entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Are the landlords entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The landlords submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement indicating a monthly rent of \$1,800.00, due on the first day of each month for a tenancy commencing on December 15, 2020
- A copy of five utility bills for the rental unit dated December 23, 2020 for \$99.14, December 29, 2020 for \$73.34, January 21, 2021 for \$68.23, January 26, 2021 for \$239.18, and February 26, 2021 for \$231.29
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated February 6th, for \$1,800.00 in unpaid rent and \$182.00 in unpaid utilities. The 10 Day Notice provides that Tenant K.A.M. had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end
- 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:

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 effective date (the day when the tenant must move out of or vacate the site) on the 10 Day Notice. I find that this omission invalidates the 10 Day Notice as the landlords have not complied with the provisions of section 52 of the *Act*. It is possible to amend an incorrect date on the 10 Day Notice, but the *Act* does not allow an adjudicator to input a date where none is written.

Therefore, I dismiss the landlords' application to end this tenancy and obtain an Order of Possession based on the 10 Day Notice dated February 6th, without leave to reapply.

The 10 Day Notice dated February 6th, is cancelled and of no force or effect.

For the same reasons identified in the 10 Day Notice the landlords' application for a Monetary Order for unpaid rent is dismissed, with leave to reapply.

As the landlords were not successful in this application, I find that the landlords are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The landlords' application for an Order of Possession based on the 10 Day Notice dated February 6th, is dismissed, without leave to reapply.

The 10 Day Notice dated February 6th, is cancelled and of no force or effect.

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

I dismiss the landlords' application for a Monetary Order for unpaid rent, with leave to reapply.

I dismiss the landlords' application to recover the filing fee paid for this application without 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: April 12, 2021

Residential Tenancy Branch