



# 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 to obtain an order of possession based on unpaid rent.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the Landlord on June 25, 2021.

The Landlord submitted a copy of a witnessed Proof of Service Notice of Direct Request Proceeding form which declares that on August 15, 2021, the Landlord posted the Notice of Dispute Resolution Proceeding - Direct Request to the door of the rental unit.

Based on the written submissions and evidence of the Landlord and in accordance with sections 89(2) and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on August 15, 2021 and are deemed to have been received by the Tenant on August 18, 2021, the third day after they were posted to the door.

### **Issue 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

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 Landlord submitted the following relevant evidentiary material:

- a copy of a document titled Shelter Information;
- a copy of the first page of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated May 5, 2021. The 10 Day Notice provides that the Tenant 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 May 15, 2021

## 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 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 based on the 10 Day Notice dated May 5, 2021, without leave to reapply.

The 10 Day Notice dated May 5, 2021 is cancelled and of no force or effect.

Conclusion

The Landlord's application for an order of possession based on the 10 Day Notice dated May 5, 2021, is dismissed without leave to reapply.

The 10 Day Notice dated May 5, 2021 is 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 10, 2021

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Residential Tenancy Branch