



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPU-DR-PP, MNU-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 landlord to obtain an Order of Possession based on unpaid rent and utilities, to obtain monetary compensation for unpaid rent and utilities, and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlord on November 18, 2021.

The landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on November 24, 2021, the landlord sent the tenant the Notice of Dispute Resolution Proceeding - Direct Request by registered mail to the rental unit. The landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this mailing.

Based on the written submissions of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on November 24, 2021 and are deemed to have been received by the tenant on November 29, 2021, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent and utilities pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent and utilities pursuant to section 67 of the *Act*?

Is the landlord 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 landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenant on February 14, 2016, indicating a monthly rent of \$1,500.00, due on the first day of each month for a tenancy commencing on February 20, 2016
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the September 10 Day Notice) dated September 11, 2021, for \$19,800.00 in unpaid rent and \$1,058.00 in unpaid utilities. The September 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 September 24, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the October 10 Day Notice) dated October 3, 2021, for \$22,050.00 in unpaid rent and \$1,058.00 in unpaid utilities. The October 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 October 16, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the November 10 Day Notice) dated November 4, 2021, for \$22,650.00 in unpaid rent and \$1,531.00 in unpaid utilities. The November 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 November 17, 2021
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the November 10 Day Notice was placed in the tenant's mail slot at 2:10 pm on November 4, 2021
- 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 September, October, and the November 10 Day Notices are not signed by the landlord. I further find that these omissions invalidate 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 based on the 10 Day Notice dated September 11, 2021, without leave to reapply.

The 10 Day Notice dated September 11, 2021 is cancelled and of no force or effect.

I dismiss the landlord's application to end this tenancy and obtain an Order of Possession based on the 10 Day Notice dated October 3, 2021, without leave to reapply.

The 10 Day Notice dated October 3, 2021 is cancelled and of no force or effect.

Therefore, I dismiss the landlord's application to end this tenancy and obtain an Order of Possession based on the 10 Day Notice dated November 4, 2021, without leave to reapply.

The 10 Day Notice dated November 4, 2021 is cancelled and of no force or effect.

For the same reasons identified in the 10 Day Notices, the landlord's application for a Monetary Order for unpaid rent and utilities is dismissed, with leave to reapply.

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The landlord's application for an Order of Possession based on the 10 Day Notices dated September 11, 2021, October 3, 2021, and November 4, 2021, is dismissed, without leave to reapply.

The 10 Day Notices dated September 11, 2021, October 3, 2021, and November 4, 2021, are cancelled and of no force or effect.

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

I dismiss the landlord's application for a Monetary Order for unpaid rent and utilities, with leave to reapply.

I dismiss the landlord's 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: January 05, 2022

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Residential Tenancy Branch