

Second, there is a discrepancy between the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 5, 2022 (the 10 Day Notice) and the Direct Request Worksheet. The 10 Day Notice indicates the Tenant failed to pay rent in the amount of \$4,450.00 on February 1, 2022; the Direct Request Worksheet states the Tenant owed \$3,768.82 on that date but does not provide a breakdown to confirm how that amount was calculated. As a result, I find I am unable to confirm the amount of rent due and how it was calculated.

Third, the Landlord submitted a Proof of Service Notice to End Tenancy document which indicates the 10 Day Notice was served on the Tenant at an email address provided for service. In support, the Landlord submitted a copy of a text message from the Tenant dated January 30, 2022, which states: "If you are going to give me notice...please email me". The Landlord also submitted a copy of an email to the Tenant dated February 5, 2022, purporting to attach the 10 Day Notice. However, the email does not appear to include an attachment and the Landlord has not submitted an Address for Service form as recommended in Policy Guideline #39. As a result, I find I am unable to confirm service of the 10 Day Notice on the Tenant.

Considering the above issues, I order that Landlord's requests for an order of possession and a monetary order for unpaid rent are dismissed with leave to reapply.

As the Landlord has not been successful, I order that the Landlord's request for an order granting recovery of the filing fee is dismissed 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: March 16, 2022

Residential Tenancy Branch