



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, MNR-DR, FFL

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 48(4) of the *Manufactured Home Park 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, to obtain monetary compensation for unpaid rent, 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 February 17, 2022.

The landlord submitted two signed Proof of Service Notice of Direct Request Proceeding forms which declare that on February 25, 2022, the landlord posted the Notices of Dispute Resolution Proceeding - Direct Request to the door of the rental unit. The landlord had a witness sign the Proof of Service Notice of Direct Request Proceeding forms to confirm this service.

Based on the written submissions of the landlord and in accordance with sections 82(2) and 83 of the *Act*, I find that the Direct Request Proceeding documents were served on February 25, 2022 and are deemed to have been received by the tenants on February 28, 2022, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 39 and 48 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 60 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 65 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 manufactured home park tenancy agreement which was signed by the tenants on November 4, 2021, indicating a monthly rent of \$365.00, due on the first day of each month for a tenancy commencing on November 10, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the January 10 Day Notice) dated January 13, 2022, for \$365.00 in unpaid rent. The January 10 Day Notice provides that the tenants 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 copy of the first page of a Proof of Service Notice to End Tenancy form which indicates that the January 10 Day Notice was posted to the tenants' door at 10:51 am on January 13, 2022
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the February 10 Day Notice) dated February 7, 2022, for \$365.00 in unpaid rent. The February 10 Day Notice provides that the tenants 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 copy of the first page of a Proof of Service Notice to End Tenancy form which indicates that the February 10 Day Notice was posted to the tenants' door at 11:10 am on February 7, 2022
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy

### Analysis

Section 45 of the *Act* provides the following requirements regarding the form and content of notices to end tenancy:

- 45** *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 tenants must move out or vacate, on either 10 Day Notice. I also find that there is no effective date (the day when the tenants must move out of the site) on either 10 Day Notice.

I find that these omissions invalidate the 10 Day Notices as the landlord has not complied with the provisions of section 45 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 January 13, 2022 and the 10 Day Notice dated February 7, 2022, without leave to reapply.

The 10 Day Notices dated January 13, 2022 and February 7, 2022 are 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 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 Notice dated January 13, 2022 and the 10 Day Notice dated February 7, 2022, is dismissed without leave to reapply.

The 10 Day Notices dated January 13, 2022 and February 7, 2022 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, 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 *Manufactured Home Park Tenancy Act*.

Dated: March 21, 2022

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Residential Tenancy Branch