



Dispute Resolution Services

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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 55(4) of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the landlords 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 landlords on February 5, 2022.

The landlords submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on February 15, 2022, the landlords served the tenant the Notice of Dispute Resolution Proceeding - Direct Request in person. The landlords had the tenant sign the Proof of Service Notice of Direct Request Proceeding to confirm personal service.

Based on the written submissions of the landlords and in accordance with section 89 of the *Act*, I find that the Direct Request Proceeding documents were duly served to the tenant on February 15, 2022.

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

The landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlords and the tenant on November 13, 2019, indicating a monthly rent of \$1,550.00,

due on the first day of each month for a tenancy commencing on November 15, 2019

- A copy of the first two pages of a 10 Day Notice to End Tenancy for Unpaid Rent (the first 10 Day Notice) dated January 14, 2022, for \$3,400.00 in unpaid rent. The first 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 January 25, 2022
- A copy of the first two pages of a 10 Day Notice to End Tenancy for Unpaid Rent (the second 10 Day Notice) dated February 2, 2022, for \$1,700.00 in unpaid rent. The second 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 February 13, 2022
- A copy of the first two pages of a 10 Day Notice to End Tenancy for Unpaid Rent (the third 10 Day Notice) dated February 4, 2022, for \$1,700.00 in unpaid rent. The third 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 February 15, 2022
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the three 10 Day Notices were posted to the tenant's door on January 14, 2022, February 2, 2022, and February 4, 2022
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy. The Direct Request Worksheet noted that \$1,700.00 of the \$3,400.00 identified as owing in the first 10 Day Notice was paid on January 15, 2022

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 Notices. I find that these omissions invalidate the 10 Day Notices as the landlords have not complied with the provisions of section 52 of the *Act*.

Therefore, I dismiss the landlords' application to end this tenancy and obtain an Order of Possession based on the 10 Day Notices dated January 14, 2022, February 2, 2022, and February 4, 2022, without leave to reapply.

The 10 Day Notices dated January 14, 2022, February 2, 2022, and February 4, 2022 are cancelled and of no force or effect.

For the same reasons identified in the 10 Day Notices 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 Notices dated January 14, 2022, February 2, 2022, and February 4, 2022 is dismissed without leave to reapply.

The 10 Day Notices dated January 14, 2022, February 2, 2022, and February 4, 2022 are 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: March 08, 2022

Residential Tenancy Branch