



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

Introduction

This hearing was scheduled to convene at 9:30 a.m. on May 31, 2022 concerning an application made by the landlord seeking an Order of Possession for unpaid rent or utilities. The application was made by way of the Direct Request process, which was referred to this participatory hearing.

The landlord attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceeding and other required documents in person on March 16, 2022.

Issue(s) to be Decided

Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began prior to the landlord purchasing the property in February, 2021. There is no written tenancy agreement, however rent in the amount of \$800.00 per month is currently payable on the 1st day of each month. No security deposit or pet damage deposit was collected. The rental unit is a travel trailer belonging to the tenant which remains on the landlord's property.

The landlord further testified that the tenant has not paid rent for the months of March through May, 2022 and is currently in arrears the sum of \$2,400.00.

On March 3, 2022 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) by leaving it with the tenant's adult son who resides with the tenant. A copy of 2 pages of the 3-page form has been provided for this hearing. It is dated March 3, 2022 and contains an effective date of vacancy of March 13, 2022 for unpaid rent in the amount of \$800.00 that was due on March 1, 2022.

The tenant has not paid any rent since the Notice was issued and has not served the landlord with a Notice of Dispute Resolution Proceeding disputing the Notice.

Analysis

The *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act* specify that any notice to end a tenancy given by a landlord must be in the approved form. In this case, the landlord has only provided the first 2 pages of the 3-page form, which is not the approved form. Therefore, I dismiss the landlord's application.

The landlord may serve the tenant with another notice to end the tenancy, but must be able to prove that all pages were served to the tenant.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed.

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: May 31, 2022

Residential Tenancy Branch