



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 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.

The landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that on July 22, 2022, 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 July 22, 2022 and are deemed to have been received by the tenant on July 27, 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 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent 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 June 14, 2020, indicating a monthly rent of \$4,050.00, for a tenancy commencing on June 15, 2020
- A copy of a second residential tenancy agreement which was signed by the landlord on July 2, 2021, indicating a monthly rent of \$4,050.00, due on the fifteenth day of each month for a tenancy commencing on June 15, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the September 10 Day Notice) dated September 27, 2021, for \$4,050.00 in unpaid rent. 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 October 7, 2021
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the January 10 Day Notice) dated January 26, 2022, for \$2,050.00 in unpaid rent. The January 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 7, 2022
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the February 10 Day Notice) dated February 16, 2022, for \$4,050.00 in unpaid rent. The February 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 26, 2022
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the first May 10 Day Notice) dated May 17, 2022, for \$4,050.00 in unpaid rent. The first May 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 May 28, 2022
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the second May 10 Day Notice) dated May 31, 2022, for \$556.75 in unpaid utilities. The second May 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 June 10, 2022
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the June 10 Day Notice) dated June 22, 2022, for \$4,500.00 in unpaid rent. The June 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 July 2, 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 any of the 10 Day Notices. I 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 Notices of September 27, 2021, January 26, 2022, February 16, 2022, May 17, 2022, May 31, 2022, and June 22, 2022, without leave to reapply.

The 10 Day Notices dated September 27, 2021, January 26, 2022, February 16, 2022, May 17, 2022, May 31, 2022, and June 22, 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 Notices dated September 27, 2021, January 26, 2022, February 16, 2022, May 17, 2022, May 31, 2022, and June 22, 2022, is dismissed without leave to reapply.

The 10 Day Notices dated September 27, 2021, January 26, 2022, February 16, 2022, May 17, 2022, May 31, 2022, and June 22, 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 *Residential Tenancy Act*.

Dated: August 22, 2022

Residential Tenancy Branch