



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.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlord on August 21, 2022.

The landlord submitted a copy of a Proof of Service Notice of Direct Request Proceeding form which declares that on September 9, 2022, the landlord sent the tenant the Notice of Dispute Resolution Proceeding - Direct Request by e-mail to a pre-agreed upon e-mail address for service of documents. The landlord provided a copy of the e-mail sent to the tenant with the Direct Request Proceeding documents attached to confirm this service.

Based on the written submissions and evidence of the landlord and in accordance with sections 43(2) and 44 of the *Residential Tenancy Regulation*, I find that the Direct Request Proceeding documents were served on September 9, 2022 and are deemed to have been received by the tenant on September 12, 2022, the third day after they were emailed.

Issues 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 May 16, 2020, indicating a monthly rent of \$3,000.00, due on the first day of each month for a tenancy commencing on April 18, 2020;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated August 2, 2022, for \$3,000.00 in unpaid rent. The 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 August 12, 2022;
- a copy of a Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was emailed to the tenant at 3:05pm on August 2, 2022. The landlord provided a copy of the e-mail sent to the tenant with the 10 Day Notice attached to confirm this service;
- a copy of an RTB# 51 Address for Service showing the tenant’s pre-agreed upon e-mail address for service of documents; and;
- a copy of a Direct Request Worksheet showing the rent owing and paid during the relevant period.

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 Notice. I find that this omission invalidates the 10 Day Notice 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 Notice dated August 2, 2022, without leave to reapply.

The 10 Day Notice dated August 2, 2022 is cancelled and of no force or effect.

For the same reasons identified in the 10 Day Notice 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 August 2, 2022, is dismissed without leave to reapply.

The 10 Day Notice dated August 2, 2022 is 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.

Dated: October 06, 2022

Residential Tenancy Branch