Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   OPR MNR

Introduction

This matter proceeded by way of 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 for an order of possession for unpaid rent and a monetary order for unpaid rent.

In addition to other documentary evidence, the landlord submitted a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") that was not dated, did not include the name of the landlord at the bottom of the 10 Day Notice and was not signed by the landlord. In addition, the landlord failed to provide page four of the tenancy agreement, failed to indicate which month he was claiming unpaid rent for, and indicated "change of locks without consent" and "change of alarm code without consent" in his Application for Dispute Resolution.

Preliminary Issue

The Direct Request process is a mechanism that allows the landlord to apply for an expedited decision, with that the landlord must follow and submit documentation exactly as the *Act* prescribes; there can be no omissions or deficiencies with items being left open to interpretation or inference.

In this matter, the landlord failed date the 10 Day Notice submitted in evidence, failed to include the name of the landlord and the landlord failed to sign the 10 Day Notice. Therefore, **I find** that the 10 Day Notice with an effective vacancy date of April 12, 2014, is **invalid**. Given the above, **I cancel** the 10 Day Notice as it does not comply with section 52 of the *Act*. Given the above, **I dismiss** the landlord's application **with leave to reapply**. The landlord may wish to submit a new application; however will be required to issue **a new 10 Day Notice.** The landlord is reminded that in order to be effective, a notice to end tenancy must comply with section 52 of the *Act.*

In addition to the above, the landlord failed to provide page four of the tenancy agreement, and failed to indicate which month he was claiming unpaid rent for. The landlord is reminded to include all documents and ensure there are no omissions or deficiencies with items being left open to interpretation or inference. Finally, the landlord indicated "change of locks without consent" and "change of alarm code without consent", both of which are not suitable for the direct request process and would require an application through the regular dispute resolution process, which requires a participatory hearing.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: April 22, 2014

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Residential Tenancy Branch