



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter was conducted 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 landlords for an Order of Possession and a monetary order.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 9, 2015 the landlords served the tenant with the Notices of Direct Request Proceeding via registered mail. The landlord provided a Canada Post receipt, tracking number as evidence of service. Section 90 of the Act determines that a document is deemed to have been served 5 days after the Notice were mailed or on January 14, 2015.

Based on the written submissions of the landlords, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on January 14, 2014, indicating a monthly rent of \$2,395.00 due 1st of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 3, 2015, with a stated effective vacancy date of January 3, 2015, for \$1,200.00 in unpaid rent.

Documentary evidence filed by the landlords indicates that the tenants have failed to pay rent owed and were served the 10 Day Notice to End Tenancy for Unpaid Rent by personal delivery on January 3, 2015 at 2:00 p.m. The Act deems the tenant was served on January 3, 2015.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlords.

On reviewing the 10 Day Notice to End Tenancy for Unpaid Rent, I find the Notice is in error and is not complete. The effective vacancy dated is stated on the Notice as January 3, 2015 and the date should read January 13, 2015. As well the Landlord's name is not printed in the bottom box and the Notice is not dated. Consequently as the 10 Day Notice to End Tenancy for Unpaid Rent dated January 3, 2015 is not complete and has errors on it, I find the Notice is not valid. As the Notice is not valid I dismiss the Landlords' application with leave to reapply.

Conclusion

The Landlords' application is dismissed with 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: January 14, 2015

Residential Tenancy Branch

