



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

On October 31, 2018, the Landlord applied for a Direct Request proceeding seeking an Order of Possession for Unpaid Rent pursuant to Section 46 of the *Act*, seeking a Monetary Order for Unpaid Rent pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On November 4, 2018, the Landlord's Application was set down for a Dispute Resolution Proceeding on December 11, 2018 at 9:30 AM.

R.K. attended the hearing as an agent for the Landlord; however, the Tenant did not attend the hearing. All in attendance provided a solemn affirmation.

R.K. confirmed that he served the Tenant the Notice of Hearing package and evidence by registered mail (the registered mail tracking number is on the first page of this decision) on November 6, 2018. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing package and evidence five days after it was sent.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background, Evidence, and Analysis

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

R.K. stated that the tenancy was a contract of purchase and sale and that the tenancy started on June 1, 2018. Rent was currently established at \$5,000.00 per month, due on the first of each month. A security deposit of \$5,000.00 was paid and R.K. was advised during the hearing that this exceeded the amount permitted to be collected for a security deposit pursuant to Section 19 of the *Act*.

He advised that the Tenant did not pay rent for September 1, 2018 so he had a realtor post the 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") to the Tenant's door on or around September 12, 2018. The Notice indicated that \$5,000.00 was outstanding on September 1, 2018. However, an effective date of the Notice was not noted on the Notice.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

With respect to the Notice served to the Tenant on or around September 12, 2018, I have reviewed this Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. However, as there is no effective date on the Notice, I am not satisfied of the validity of the Notice as it does not comply with Section 52. Therefore, I find that the Notice of September 12, 2018 is of no force and effect.

As the Landlord was unsuccessful in his claims, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

Based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of September 12, 2018 to be cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

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: December 11, 2018

Residential Tenancy Branch