



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR-DR**

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 landlords to obtain an Order of Possession based on unpaid rent.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the landlords on September 2, 2022.

The landlords submitted a copy of a witnessed Proof of Service Notice of Direct Request Proceeding form which declares that on September 16, 2022, the landlords served the tenant the Notice of Dispute Resolution Proceeding - Direct Request by posting it to the door of the rental unit.

Based on the written submissions and evidence of the landlords and in accordance with sections 89(2) and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on September 16, 2022 and are deemed to have been received by the tenant on September 19, 2022, the third day after they were posted to the door.

Issue to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 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 landlords submitted the following relevant evidentiary material:

- a copy of a residential tenancy agreement which was signed by the landlords and the tenant on February 14, 2021, indicating a monthly rent of \$1,300.00, due on the first day of each month for a tenancy commencing on February 15, 2021;
- a copy of an unsigned and not dated 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), for \$1,319.50 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 July 3, 2022;
- a copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenant’s door at 2:01pm on July 3, 2022; and;
- a copy of a Direct Request Worksheet showing the rent owing 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 the 10 Day Notice is not signed or dated by the landlords. I further find that this omission invalidates the 10 Day Notice as the landlords have not complied with the provisions of section 52 of the *Act*.

Therefore, I dismiss the landlords’ application to end this tenancy and obtain an Order of Possession based on the 10 Day Notice served on July 3, 2022, without leave to reapply.

The 10 Day Notice served on July 3, 2022 is cancelled and of no force or effect.

Conclusion

The landlords' application for an Order of Possession based on the 10 Day Notice served on July 3, 2022, is dismissed, without leave to reapply.

The 10 Day Notice served on July 3, 2022, is cancelled and of no force or effect.

This tenancy continues until it is 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: October 18, 2022

Residential Tenancy Branch