DECISION

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 the landlord's Application for Dispute Resolution (Application) for:

- an Order of Possession based on unpaid rent pursuant to sections 46 and 55 of the Act

Service of Notice of Dispute Resolution Proceeding - Direct Request

The landlord submitted a signed Proof of Service Landlord's Notice of Direct Request Proceeding which declares that Tenant B.O. was served with the Notice of Dispute Resolution Proceeding - Direct Request (Proceeding Package) in accordance with section 89 of the Act. The landlord had a witness sign the Proof of Service Landlord's Notice of Direct Request Proceeding form to confirm this service.

Based on the written submissions of the landlord, I find that Tenant B.O. was duly served the Proceeding Package on October 4, 2022, in person.

The landlord has not submitted a copy of a Proof of Service Landlord's Notice of Direct Request Proceeding establishing service of the Proceeding Package to Tenant D.F. I find I am not able to confirm service of the Notice of Dispute Resolution Proceeding – Direct Request to Tenant D.F.

Issue(s) to be decided

Is the landlord entitled to an Order of Possession based on unpaid rent?

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 evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenants, indicating a monthly rent of $1,900.00, due on the first day of the month for a tenancy commencing on April 1, 2022;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated August 18, 2022, for $2,270.00 in unpaid rent. The 10 Day Notice provides that the tenants 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 28, 2022;
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was served to the tenants in person on August 18, 2022;
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy.

Analysis

Is the landlord entitled to an Order of Possession based on unpaid rent?

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 tenants must move 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 18, 2022, without leave to reapply.

The 10 Day Notice dated August 18, 2022, is cancelled and of no force or effect.

Conclusion

The landlord's Application for an Order of Possession based on unpaid, rent pursuant to sections 46 and 55 of the Act, is dismissed without leave to reapply. This tenancy will continue 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: November 8, 2022

Residential Tenancy Branch