

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 01, 2009 the landlord served two tenants with the Notice of Direct Request Proceeding. The landlord received the Direct Request Proceeding package on March 31, 2009 and initiated service April 01, 2009. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served 5 days after it was mailed.

Based on the written submissions of the Landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent and utilities, pursuant to sections 38, 55, 67, and 72 of the *Residential Tenancy Act (Act)*. I have reviewed all documentary evidence.

### Proof of Service of 10 Day Notice to End Tenancy

The landlord submitted a copy of the Application for Dispute Resolution which provided that the Notice to End Tenancy was served March 15, 2009. The 10 Day Notice does not show a date beside the landlord's signature, it only shows a date of March with no

date or year listed. The 10 Day Notice also shows an incorrect date format in the date the rent was due listing is at 1<sup>st</sup> – 02/03, 2009. The first name of a male person is listed as a tenant, without a last name. This male person did not sign the tenancy agreement. The purpose of serving documents under the *Act* is to notify the person(s) being served of their breach and notification of their rights under the *Act* in response. The landlord is seeking to end the tenancy due to this breach; however, the landlord has the burden of proving that the tenant was served with the 10 day Notice to End Tenancy in a format that is clear and completed correctly.

The male tenant is not listed on the application for Dispute Resolution however he was sent a copy of the Application for Dispute Resolution via registered mail.

On the Application for Dispute Resolution, the landlord is requesting a monetary claim in the amount of \$3,091.16 but does not provide an itemized break down of what this amount refers to.

### Analysis

In the absence of the properly written and dated 10 Notice to End Tenancy I find that the landlord has failed to establish that the tenant was served with the 10 day Notice to End Tenancy in the proper format.

### Conclusion

Having found that the landlord has failed to prove service of the 10 day Notice to End Tenancy in a proper format, I have determined that this application be 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: April 06, 2009.

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Dispute Resolution Officer