

## **DECISION**

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession, a Monetary Order for unpaid rent, to keep the security deposit, and to recover the cost of the filing fee from the Tenant for this application.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 13, 2009 the Limited Company served the Tenant with the Notice of Direct Request Proceeding in person at the rental unit. The Landlord wrote above the limited company's name an Initial and last name of the person who completed the service.

The Landlord submitted copies of the application for dispute resolution, a 10 Day Notice to End Tenancy for Unpaid Rent, and a proof of service of the 10 Day Notice to End Tenancy, all of which display a signature of a first initial and last name.

### Analysis

The Landlord submitted a copy of the proof of service of the Notice of Direct Request form which indicates that the Landlord's company performed the service along with a person who wrote their first initial and last name. I note that a company cannot perform service of documents and the individual who performed the service of the documents, as either the landlord or the landlord's agent, must list their full name on the proof of service form and sign at the bottom of the form attesting to the service. The person who conducted the service must be identified without a doubt which requires full names not initials.

As a company cannot perform service of documents and the Landlord has failed to list their full name, I find that the proof of service document submitted into evidence to be invalid. In the absence of a valid proof of service form, I find that the Landlord has failed to prove that service of the Notice of Direct Request has been effected in accordance with the Act, and I hereby dismiss this application with leave to reapply.

Conclusion

**I HEREBY DISMISS** the Landlord's application, 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: November 30, 2009.

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Dispute Resolution Officer