



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes

OPR, MNR, MNSD, FF

### Introduction

This matter was conducted by way of 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 landlord for an Order of Possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 17, 2010, the landlord personally served each tenant with the Notice of Direct Request Proceeding at 12:03 p.m., at an address indicated on the Proof of Service document submitted as evidence of service. Section 90 of the Act determines that a document is deemed to have been served on the day of personal delivery.

The residential tenancy agreement submitted as evidence indicates that the female tenant's surname differs from that noted on the Proof of Service documents. Therefore, as a result of the discrepancy in names I find that the female tenant named on the tenancy agreement has not been served with the required documents.

The male individual who has been served with documents is not shown as a signatory to the tenancy agreement. His name has been written on the first page of the tenancy agreement, but a different male has signed the tenancy agreement. Therefore, I am unable to determine the status of the male individual who has been personally served with Notice of this Direct Request Proceeding and find that service cannot be accepted.

Further, I note that the 10 Day Notice to End Tenancy for Unpaid Rent issued on March 9, 2010, names a male individual who is not a signatory to the tenancy agreement and names a female tenant who does not appear as a tenant on the tenancy agreement. Further, I note that the 10 Day Notice to End Tenancy has been served to what appears to be a co-worker of a tenant, at a place of work. This is not an acceptable method of service; therefore, I also find that the 10 Day Notice to End Tenancy has not been sufficiently served.

I have not made a finding on the validity of the Notice to End Tenancy, as I cannot make a determination without additional evidence.

Therefore, this Application may not proceed as the tenants named on the Application differs from those contained on the tenancy agreement; the Notice to End Tenancy contains errors in the names of the tenants and the method of service for the Notice of this Proceeding and the 10 Day Notice to End Tenancy failed to meet the requirements of sections 88 and 89 of the Act.

This Application is dismissed with leave to reapply.

### Conclusion

As the tenants named on the tenancy agreement have not been served with Notice of this proceeding I find that the Application is 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: March 31, 2010.

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Dispute Resolution Officer