

DECISION

Dispute Codes:

OPR, MNR

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 Landlords for an Order of Possession and a Monetary Order.

The Landlords submitted two signed Proofs of Service of the Notice of Direct Request Proceeding which declare that on June 17, 2010, at 2:00 p.m., the Landlord LK served both of the Tenants, by personal service. The Proof of Service for the Tenant DF discloses that the Tenant was served at the rental unit. The address for service upon the Tenant NB is incomplete.

Based on the written submissions of the Landlords, I find that the Tenant DF has been duly served with the Direct Request Proceeding documents. The Landlords have not provided sufficient evidence with respect to service upon the Tenant NB.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of possession?
- Are the Landlords entitled to a Monetary Order for unpaid rent?

Background and Evidence

The Landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding upon each of the Tenants;
- A copy of the Proof of Service of the Notice to End Tenancy upon the Tenants;
- A copy of a six page residential tenancy agreement, signed by the parties on June 11, 2010, which indicates that the tenancy began on September 1, 2009, with a monthly rent of \$1,600.00 due on the first day of each month; and
- A copy of page one of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 11, 2010, with a stated effective vacancy date of June 21, 2010, for \$1,600.00 in unpaid rent, due June 1, 2010.

Analysis

The Landlords did not provide page 2 of the Notice to End Tenancy in evidence, which has information for the Tenants with respect to their rights and obligations under the Act. The Proof of Service documents refers to the Notice to End Tenancy as the "document attached". Therefore, I am not satisfied that the Landlords served the Tenants with both pages of the Notice to End Tenancy.

The purpose of serving documents under the Act is to notify the person being served of their breach and notification of their rights under the Act in response. The Landlords are seeking to end the tenancy for unpaid rent; however, the Landlords have the burden of proving that the Tenants were served with both pages of the 10 day Notice to End Tenancy.

The tenancy agreement entered in evidence was signed by both parties on June 11, 2010, which is the same day that the Notice to End Tenancy was issued. It is not clear from the Landlords' evidence whether the Landlords entered into a new tenancy agreement with the Tenants after the Notice to End Tenancy was issued and served on the Tenants.

Conclusion

The Landlords have not provided sufficient evidence to prove their claim and therefore, the Landlords' application is dismissed.

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: June 23, 2010
