



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR MNR

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 for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that the "Company" served each Tenant with the Notice of Direct Request Proceeding in person at the rental unit. The proof of service form was signed with a signature that I cannot interpret.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement which was signed by all parties on August 22, 2010 for a month to month tenancy beginning September 1, 2010, for the monthly rent of \$944.00 due on last day of the month and a deposit of \$472.00 was paid on August 16, 2010; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, October 8, 2010 with an effective vacancy date of October 18, 2010 due to \$944.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent on October 9, 2010 at 1:30 p.m. when it was posted to the Tenants' door in the presence of a witness.

Analysis

The Landlord submitted a copy of the proof of service of the Notice of Direct Request form which lists the Landlord's company name after the word "I" and before the word served. The proof of service form is a declaration made by the person who conducted the service and that person is required to complete and sign the document. With the Company name listed as the person who conducted the service and the form being signed with a signature that cannot be interpreted, I cannot determine who conducted the service of documents to the Tenant. In this situation the person who conducted the service should have printed their full legal name in place of where the company's name is listed.

Based on the foregoing, I find that this does not meet the requirements of the Direct Request proceeding and the application is dismissed 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: October 29, 2010.

Dispute Resolution Officer