



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, OPR

Introduction

This matter was conducted 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 and a monetary Order due to unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 25, 2011 the landlord served the tenant with the Notice of Direct Request Proceeding by personal delivery. Pursuant to section 90(a) of the Residential Tenancy Act I deem the tenant to have been served on January 25, 2011.

Based on the written submissions of the Landlord, I find that only one tenant of the three tenants signed on the tenancy agreement 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 and a monetary Order for unpaid rent, pursuant to sections 55 and 67 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 by personal delivery to the tenant at the rental unit on January 16, 2011 at 1:45 p.m. The landlord provided proof of service to only one of the three tenants in the tenancy agreement. The Proof of Service was witnessed.

The purpose of serving documents under the *Act* is to notify the persons being served of their breach and notification them 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 all the tenants were served with the 10 day Notice to End Tenancy.

Analysis

From the evidence of proof of service of the Notice to End Tenancy that the landlord provided it is apparent that all the tenants signed on the tenancy agreement were not serviced the documents, I find that the landlord has failed to establish that the all three tenants were served with the 10 day Notice to End Tenancy and the Notice of the Direct Request Proceeding package.

Conclusion

Having found that the landlord has failed to prove service of the 10 day Notice to End Tenancy and the Direct Request Proceeding package to two of the three tenants signed on the tenancy agreement, I order that the direct request proceeding 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*.

Residential Tenancy Branch