

## **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 landlord for an Order of Possession and a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 10, 2011, the landlord served the male tenant with the Notice of Direct Request Proceeding via registered mail sent to the rental unit address. The landlord provided a Canada Post receipt, tracking number as evidence of service. The landlord provided evidence of personal service to the female tenant on February 11, 2011, at 9 a.m., at a fast food restaurant. A Proof of Service document was signed by the female tenant acknowledging service. Section 90 of the Act determines that a document is deemed to have been served on the day of personal delivery.

Based on the written submissions of the landlord, I find that each tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on November 19, 2010, indicating a monthly rent of \$1,430.00 due on or before the first day of the month; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 4, 2011, with a stated effective vacancy date of February 15, 2011, for \$1,430.00 in unpaid February, 2011 rent. The copy of the Notice submitted as evidence has not been signed by the landlord.

### Analysis

From the evidence before me I find that the tenants have not paid February, 2011, rent owed in the sum of \$1,430.00 and that the landlord is entitled to a monetary Order for unpaid rent.

In order for a Notice ending tenancy to be effective, section 52 of the Act requires that the Notice be signed by the landlord. As the copy of the Notice supplied as evidence has not been signed, I find that the Notice, in the form before me, fails to meet the requirements of the Act.

Therefore, I find that the landlord's Application for an Order of possession is dismissed.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant section 67 in the amount of \$1,430.00 February, 2011, rent owed and I grant an Order in that amount. This Order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

The landlord's request for an Order of possession 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: February 16, 2011.

---

Residential Tenancy Branch