



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

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 13, 2012 the landlord served the tenant with the Notice of Direct Request Proceeding by hand.

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

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on December 11, 2011 for a tenancy beginning December 01, 2011 for the monthly rent of \$450.00 due on an unknown day of the month; and

The landlord provided the one page of the 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, January 05, 2012 with an effective vacancy date of January 15, 2012 due to \$900.00 in unpaid rent.

The landlord provided the proof of service document for the 10 Day Notice but failed to put the day and time this Notice was served to the tenant.

Analysis

I have reviewed the documentation provided by the landlord for this application. As part of the application the landlord is required to provide a copy of the two page 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities. Page two of the notice provides information to the tenant about the landlord's right to seek an Order of Possession through the Direct Request Process if the tenant does not respond to the notice.

In the documents before me the landlord has not provided page two of the Notice to End Tenancy. In order for a legal notice to be valid and enforceable it must be complete. As I have not received a complete copy of the 10 Day Notice to End Tenancy Due to Unpaid Rent or Utilities I cannot determine whether the tenant was served with the complete Notice and as a result I cannot be satisfied that a valid notice was served on the tenant. Consequently, this application is dismissed without leave to reapply. The landlord is at liberty to serve a new notice to end tenancy on the tenants.

I further find the landlord did not provide any proof as to when the personal service occurred for the 10 day Notice.

Conclusion

The landlord 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: January 20, 2012.

Residential Tenancy Branch