



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

OPR, MNR

### Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 24, 2014 the landlord served the tenant with the Notice of Direct Request Proceeding via registered mail sent to the rental unit. The landlord provided a copy of the registered mail receipt, including tracking number, as proof of service. Section 90 of the Act deems a person to be in receipt of documents five days after mailing.

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

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

### Background and Evidence

In filing this application the landlord submitted that the tenant failed to pay rent for the month of February 2014. Included in the landlord's evidence was a 10 Day Notice to End Tenancy for Unpaid Rent dated February 7, 2014 and a Proof of Service of the 10 Day Notice.

The Proof of Service of the 10 Day Notice completed by the landlord indicates the landlord personally served the 10 Day Notice upon the tenant on February 7, 2014; however, the witness signed the document in the space for witnesses a Notice that is posted on the door of the rental unit.

### Analysis

The purpose of serving documents under the Act is to notify the person being served of their breach and the action being taken against them. Where a landlord seeks to end a tenancy for unpaid rent, the landlord must serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and be able to prove service occurred.

As the Direct Request procedure is based upon written submission only, the submissions must be sufficiently clear and complete so that the Arbitrator make determinations without making any assumptions.

Given the inconsistency in the Proof of Service of the 10 Day Notice I find it is unclear as to the method of service of the 10 Day Notice as the witness did not indicate he witnessed personal delivery as declared by the landlord.

Based on the foregoing, I find I cannot proceed to consider the landlord's requests and I dismiss this Application with leave to reapply.

### Conclusion

The landlord's application has been 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*.

Dated: March 19, 2014

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Residential Tenancy Branch