



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 March 27, 2014 the landlord served the tenant with the Notice of Direct Request Proceeding by registered mail. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served on the fifth day after it was sent.

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 January 15, 2009 for a tenancy beginning February 01, 2009 for the monthly rent of \$1,400.00 due on the 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, March 10, 2014 with an effective vacancy date of March 25, 2014 due to \$1,400.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed for the month of March.

Analysis

I have reviewed all documentary evidence before me. The landlord is required to provide proof of service of the 10 Day Notice in order to proceed under the Direct Request process. The landlord has not provided a proof of service document showing who served the tenant, how the tenant was served, or on which date service took place. The landlord has provided a receipt for registered mail however no evidence that pertains to that receipt.

Furthermore two tenants are named on the tenancy agreement however only one tenant is named on the 10 day Notice and the landlord's application with no explanation as to whether or not the other tenant named on the tenancy agreement is still a tenant at the unit.

Consequently, I cannot proceed with the landlord's application for Direct Request due to these issues and I dismiss the landlord's application with leave to reapply.

Conclusion

The landlord's 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*.

Dated: April 02, 2014

Residential Tenancy Branch

