



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PRINCE GEORGE METIS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **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 Direct Request process is a mechanism that allows the Landlord to apply for an expedited decision without a participatory hearing. As a result, the Landlord must follow and submit documentation **exactly** as the *Act* prescribes and there can be no omissions or deficiencies within the written submissions that are left open to interpretation or inference.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on April 29, 2014 the landlord served the tenants with the Notice of Direct Request Proceeding 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 tenants have 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 tenants;
- A copy of a residential tenancy agreement which was signed by the parties on June 29, 2012 for a tenancy beginning July 01, 2012. This Unit has a rent subsidy and the tenants pay rent of \$353.00 per month which is due on the 1<sup>st</sup> of each month, and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 14, 2014 to the female tenant only, with an effective vacancy date of April 27, 2014 due to \$500.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenants had failed to pay the full rent owed for the month of April and that the one of the tenants was served a 10 Day Notice to End Tenancy for Unpaid Rent which was posted on the door of the tenants' rental unit on April 14, 2014 and therefore is deemed served three days later.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

### Analysis

I have reviewed all documentary evidence and find that there are two tenants named on the tenancy agreement and both these tenants have signed the tenancy agreement. Only one of the tenants has been named on the 10 Day Notice however both tenants have been named on this application for Direct Request Proceedings. While s.52 of the Act (the form and content of the Notice) does not indicate who must be named on a Notice to End Tenancy, I find the landlord should name both tenants as both tenants are affected by this Notice and both tenants should have been named on the Notice so both or either tenant could have paid the outstanding rent or disputed the Notice.

Conclusion

I dismiss the landlord's application with leave to re-apply. The landlord must serve a new 10 Day Notice containing the names of each tenant residing in the unit that has signed the tenancy agreement.

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: May 06, 2014

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Residential Tenancy Branch

