



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded 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 .

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 22, 2014, the landlord served the tenant with the Notice of Direct Request Proceeding via posting on the door.

Section 90 of the Act determines that a document served in this manner is deemed to have been served three days later.

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

Issues to be Decided

Is the landlord is entitled to an order of possession?

Is the landlord entitled to a monetary order 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 January 27, 2014, indicating a monthly rent of \$338.33 due on the first day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 10, 2014 with a stated effective vacancy date of June 20, 2014, for \$538.33 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay all rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by serving a tenant in one of the upstairs bedrooms.

Analysis

I have reviewed all documentary evidence and I am not satisfied that that the tenant has been served with notice to end tenancy as required by the Act.

In this case, the landlord rents rooms under separate tenancy agreements. The landlord served the renter BL. BL and the tenant AT do not reside in the same rented room, although I accept they may share common areas under their separate tenancy agreements.

Further, there is no evidence that the renter BL, served a copy of the notice to end tenancy on the tenant AT and the renter BL has no obligation to do so.

In light of the above, I find the direct request process is not appropriate for this matter. Therefore, 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: July 08, 2014

Residential Tenancy Branch

