

DECISION

Dispute Codes OPR MNR

Introduction

This hearing proceeded 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 for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 18, 2010, the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail. An “incomplete” copy of a Canada Post Receipt was submitted in the Landlord’s evidence, listing the Tenant’s name and a postal code; however there was no notation of which address the documents were sent to.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession and a Monetary Order under section 55 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant; and
- A copy of a tenancy agreement which indicates the Tenant’s name is different than what is listed on the 10 Day Notice and on the Landlord’s application for dispute resolution; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, August 2, 2010, and not properly signed, with an effective vacancy date of August 12, 2010 due to \$800.00 in unpaid rent which was due on August 1, 2010; and

Documentary evidence filed by the landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the Tenant's door on August 2, 2010, at 9:00 a.m., in the presence of a witness.

Analysis

The Landlord has submitted a proof of service for with a Canada Post receipt that was not completed indicating the address where the Tenant was served the documents. Therefore I find there is insufficient evidence to support the Tenant was service in accordance with the Act.

The Landlord has provided a copy of the 10 Day Notice to End Tenancy which was issued on August 2, 2010; however the Landlord failed to sign the document with his first and last name. The purpose of serving documents under the *Act* is to notify the person being served of their breach and notification of their rights under the *Act* in response. The Landlord is seeking to end the tenancy due to this breach; however, the landlord has the burden of proving that the tenant was served with the 10 day Notice to End Tenancy which meets the form, content, and service under sections 52 and 89 of the *Residential Tenancy Act*.

I find that the 10 Day Notice issued by the Landlord does not meet the requirements of the Act as the Notice was not properly signed. Based on the aforementioned I find the 10 Day Notice to End Tenancy issued on August 2, 2010 is invalid and I hereby dismiss the Landlord's application without leave to reapply.

Conclusion

I HEREBY ORDER the 10 Day Notice to End Tenancy issued for Unpaid Rent and dated August 2, 2010, is void and is without force or effect.

I HEREBY DISMISS the Landlord's application, without 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: August 31, 2010.

Dispute Resolution Officer