



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 Residential Tenancy Act (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession 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 December 11, 2012 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery at the rental unit.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation 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 Request;
- A copy of a residential tenancy agreement which was signed by the parties on October 31, 2012, indicating a monthly rent of \$575.00 due on the 1st day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 2, 2012 with a stated effective vacancy date of December 12, 2012, for \$575.00 in unpaid rent as of December 1, 2012; and,
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord personally served the 10 Day Notice upon the tenant at the rental unit on December 2, 2012 although the landlord's witness signed to confirm service in the space provided for posting a 10 Day Notice.

On the Application for Dispute Resolution the landlord indicated that the tenant was personally served with the 10 Day Notice on December 2, 2012.

Analysis

As Direct Requests are based upon the landlord's written submissions and evidence only the landlord's submitted documentation must be sufficiently clear and unambiguous in order to succeed.

The purpose of serving a 10 Day Notice is to notify the tenant of their breach, the opportunity to correct the breach by paying the outstanding rent, and the action being taken against them if they fail to pay the rent.

Upon review of the Proof of Service for the 10 Day Notice I note the landlord does not indicate the time personal service occurred in the space provide on the form. Nor does the witness affirm service occurred personally in the space provided. Rather, the witness's signature appears in the space related to service by posting on the door. Considering these discrepancies, I find that the landlord has not provided sufficiently complete and clear information with respect to service of the 10 Day Notice upon the tenant. Therefore, I find I cannot proceed with this Application and it is dismissed with leave to reapply.

Conclusion

The landlord failed to prove service of the 10 Day Notice to End Tenancy and I dismiss this application 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: December 11, 2012.

Residential Tenancy Branch