

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the *Residential Tenancy Act* (the Act).

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 55, 67, and 72 of the Act. I have reviewed all documentary evidence submitted by the Landlord.

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the Tenant on July 4, 2008, and the Landlord on July 7, 2008, indicating a monthly rent of \$865.00 due on the first of the month. The Tenant paid a security deposit of \$425.00 to the Landlord on July 7, 2008;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 8, 2009, with an effective vacancy date of May 21, 2009 for \$905.00 in unpaid rent, together with a \$25.00 late fee and \$25.00 returned cheque fee;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- A copy of the Landlord's Application for Dispute Resolution, filed May 20, 2009; and

- A copy of the Proof of Service upon the Tenant of the Notice of Direct Proceeding.

The Landlord submitted a signed Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which declares that on May 8, 2009, at 4:00 p.m., the Landlord's agent served the Tenant with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, by posting in to the Tenant's door at the rental unit.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 21, 2009, at 10:40 a.m., the Landlord's agent served the Tenant the Notice of Direct Request Proceeding, by handing the documents to the Tenant at the Landlord's place of business.

Analysis

The Tenant's given name is spelled in three different ways on the residential tenancy agreement, the Proof of Service of the 10 Day Notice to End Tenancy, and the Landlord's Application for Dispute Resolution. Therefore the Landlord's application is dismissed.

Conclusion

The Landlord's application is dismissed without leave to re-apply.

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 29, 2009.
