

DECISION

Dispute Codes OPR MNR

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 for unpaid rent and a monetary Order for unpaid rent, pursuant to Sections 55 and 67 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 parties on September 6, 2008, indicating monthly rent of \$1,200.00 due on the first of the month. The Tenancy Agreement states that a security deposit in the amount of \$600.00 was due and payable by the Tenant to the Landlord.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 5, 2009, with an effective vacancy date of May 16, 2009 for \$2,850.00 in unpaid rent.
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- A copy of the Landlords' Application for Dispute Resolution, filed May 14, 2009; and
- A copy of the Proof of Service on the Tenant of the Notice of Direct Request Proceeding.

The Landlord submitted a signed Proof of Service of the Notice to End Tenancy which declares that on May 5, 2009, at 12:30 p.m., the Landlord's agent served the Tenant with the Notice to End Tenancy by posting it on the Tenant's door. A Witness to the service of the Notice signed the Proof of Service document.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding for the Tenant which declares that on May 15, 2009 the Landlord mailed copies of the Notice of Direct Request Proceeding to the Tenant, by registered mail. The Landlord provided a copy of the receipt and tracking numbers for the registered mail documents, however, there is no address indicated on the receipt. Furthermore, the name of the recipient differs from the Tenant's name.

Analysis

Sections 88 and 89 of the Act determine the method of service for documents.

I find that the Landlord has proven service of the 10 Day Notice to End Tenancy as set out under Section 88(g) of the Act.

The Landlord has applied for a Monetary Order which requires that the Landlord serve the Tenant with the Direct Request Proceeding documents, as set out under Section 89(1). The Landlord has applied for an Order of Possession which requires that the Landlord serve the Tenant with the Direct Request Proceeding documents, as set out under Section 89(2).

Based on the written submissions of the Landlord, I find that the Landlord has not proven service of the Dispute Resolution Direct Request Proceeding documents upon the Tenant. There is no indication of the address where the registered mail was sent. The name of the recipient on the registered mail receipt is not the Tenant's name.

The Landlord's application for an Order of Possession and a Monetary Order against the Tenant is therefore dismissed with leave to re-apply.

Conclusion

The Landlord's application is dismissed with 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 22, 2009.
