

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 and the Landlord on June 21, 2008, indicating a monthly rent of \$2,100.00 due on the first of the month. The tenancy agreement is a one year lease, which expires on July 31, 2009. The Tenant paid a security deposit of \$1,000.00 to the Landlord on June 22, 2008;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on June 2, 2009, with an effective vacancy date of June 12, 2009 for \$14,700.00 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 Landlord's Application for Dispute Resolution, filed June 12, 2009; and
- A copy of the Proof of Service upon the Tenant of the Notice of Direct Proceeding.

The Landlord submitted an undated, signed Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which declares that the Landlord 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 date of service is illegible and the time does not disclose whether it was served in the a.m. or p.m.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 12, 2009, the Landlord served the Tenant the Notice of Direct Request Proceeding, by handing the documents to the Tenant. The address on the Proof of Service is incomplete.

Analysis

The Landlord did not provide a complete proof of service for the 10 Day Notice to End Tenancy or the Notice of Direct Request Proceeding.

The Landlord is requesting a monetary order for 7 months of unpaid rent. The Landlord states in his evidence that six post-dated cheques for rent had bounced and that the Tenant had not provided a cheque for June's rent, but the Landlord did not provided evidence to support this claim (i.e. copies of the NSF cheques or bank statements).

For the above stated reasons, the Landlord's application is 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: July 2, 2009.
