

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) 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 Tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 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 entered into on September 24, 2007, indicating a monthly rent of \$800.00 due on the first of each month. A security deposit of \$400.00 was required to be paid to the Landlord by September 24, 2007;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 4, 2009, with an effective vacancy date of June 14, 2009, for failure to pay rent in the amount of \$854.60 that was due on June 1, 2009;
- A copy of the Proof of Service of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on both Tenants;
- A copy of the Landlord's Application for Dispute Resolution, filed June 18, 2009; and

- A copy of two Proofs of Service upon the Tenants of the Notice of Direct Proceeding.

The Landlord submitted a Proof of Service, witnessed by a co-worker, of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which declares that the Landlord's agent served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, by posting it to the Tenants' door at the rental unit on June 4, 2009, at 1:00 p.m.

The Landlord submitted two signed Proofs of Service of the Notice of Direct Request Proceeding. The Proofs of Service declare that on June 18, 2009, the Landlord's agent served the Tenants with the Notice of Direct Request Proceeding, by handing it to them personally at the residential address.

Analysis

The tenancy agreement identifies three tenants, two of whom the Landlord has not proceeded against. The tenancy agreement indicates a hand written amendment, made on January 1, 2008, whereby one of the original tenant's name is crossed out and the Tenant AE's name is written in. However, the Tenant AE did not sign the tenancy agreement. The Tenant BF is neither named on the tenancy agreement, nor did she sign the tenancy agreement.

The Landlord has failed to provide written documentation to support that the Tenants were tenants under the tenancy agreement. Therefore, the Landlord's claim 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 6, 2009.
