

DECISION

Dispute Codes OPR MNR 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; 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 signed by the Tenant and the Landlord's agent on April 1, 2009, indicating a monthly rent of \$800.00 due on the first of each month. The Tenant was required to pay a security deposit of \$400.00 to the Landlord;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent, issued on June 2, 2009, with an effective vacancy date of June 13, 2009, for failure to pay rent in the amount of \$800.00 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;
- A copy of the Landlord's Application for Dispute Resolution, filed June 17, 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 the Landlord's agent served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, by posting in to the Tenants' door at the rental unit on June 2, 2009. Service was witnessed by the Landlord's building manager.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding. The Proof of Service declares that on June 18, 2009, the Landlord mailed the Tenant the Notice of Direct Request Proceeding, by registered mail, to the Tenant's residential address. The Landlord attached a copy of the registered mail receipt to the Proof of Service document.

Analysis

The Tenant's first name is spelled in three different ways on the residential tenancy agreement; the Proof of Service of the Direct Request Proceeding; and the Landlord's Application for Dispute Resolution. Therefore the Landlord's application is dismissed.

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 3, 2009.
