

## **DECISION**

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession, a Monetary Order, to retain the security deposit, and to recover the cost of the filing fee from the Tenants for this application.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 20, 2009 the Landlord served each Tenant with the Notice of Direct Request Proceeding via registered mail. Canada Post Receipt numbers were submitted in the Landlord's documentary evidence. The Tenants are deemed to be served the hearing documents on July 25, 2009, the fifth day after they were mailed pursuant to section 90 of the *Residential Tenancy Act*. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a Monetary Order for unpaid rent, to keep the security deposit in partial satisfaction of their claim, and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement for a fixed term tenancy to commence on June 1, 2009 and expire on November 30, 2009, which was signed by the Female Tenant and not dated. The Landlord and Male Tenant did not sign the tenancy agreement. Rent is listed as \$2,000.00 per month and the Tenants paid a security deposit of \$1,000.00 on or before May 27, 2009.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, July 9, 2009 with an effective vacancy date of July 19, 2009 due to \$2,000.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by posting it on the Tenants' door on July 9, 2009 at 4:30 p.m. in the presence of a witness.

### Analysis

The landlord submitted a copy of the 10 Day Notice to End Tenancy which lists a different address for the "Tenant Address" than was is listed in the tenancy agreement and on the Landlord's application for dispute resolution. I also note that the tenancy agreement does not meet the requirements as listed under section 12 of the *Residential Tenancy Regulation* as the agreement is not signed nor dated by the Landlord or the Male Tenant who is listed on the Landlord's application for dispute.

In the presence of contradictory evidence relating to the 10 Day Notice to End Tenancy and in the presence of the unsigned tenancy agreement, I find that the Landlord has failed to establish the merits of his application through the Direct Request Proceeding and I hereby dismiss the Landlord's application without leave to reapply.

### Conclusion

**I HEREBY DISMISS** the Landlord's application, without leave to reapply.

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: August 06, 2009.

---

Dispute Resolution Officer