

## **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 all or part of 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's agent on May 27, 2008, indicating a monthly rent of \$750.00 due on the first of each month. The Tenant was required to pay a security deposit of \$375.00 to the Landlord by June 1, 2008;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on August 9, 2009, with an effective vacancy date of August 19, 2009, for failure to pay rent in the amount of \$2,350.00 that was due on August 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 August 19, 2009; and

- A copy of the Proof of Service upon the Tenant of the Notice of Direct Proceeding.

The Landlord submitted a Proof of Service, signed by a witness, of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which declares that the Landlord served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, by posting it to the Tenant's door at the rental unit on August 9, 2009 at 5:20 p.m..

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding. The Proof of Service declares that on August 21, 2009, at 1:50 p.m., the Landlord mailed the Tenant the Notice of Direct Request Proceeding, by registered mail, to his residential address. The Landlord provided a copy of the registered mail receipt and tracking number.

### Analysis

The Proof of Service of the Notice of Direct Request Proceeding and the Proof of Service of the Notice to End Tenancy disclose a different first name for the Tenant than the Notice to End Tenancy, Application for Dispute Resolution, and Residential Tenancy Agreement.

Therefore, the Landlord having failed to prove service upon the Tenant named in the Tenancy Agreement, Notice to End Tenancy and Application for Dispute Resolution, I dismiss the Landlord's application with leave to reapply.

### Conclusion

The Landlord's application is dismissed with leave to reapply.

Dated: August 28, 2009

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