

## **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 for unpaid rent; to a Monetary Order for unpaid rent; to keep the security deposit; and to recover the cost of the filing fee from the Tenant, 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 on July 21, 2009. The tenancy agreement is a term lease, commencing on July 22, 2009 and ending October 31, 2009. Monthly rent is \$750.00. The tenancy agreement states that a security deposit in the amount of \$375.00 was paid by the Tenant.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 2, 2009, with an effective vacancy date of September 12, 2009 for \$750.00 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 September 17, 2009; and

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

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 18, 2009, the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding, by registered mail. The Landlord did not provide an address to which the Notice was mailed. The Landlord provided a copy of the registered mail receipt and tracking number.

The Landlord submitted a signed Proof of Service of the Notice to End Tenancy which declares that on September 2, 2009, at 8:00 p.m., the Landlord's agent served the Tenant with the Notice to End Tenancy by leaving it personally with the Tenant at the Tenant's residence. The Proof of Service document was also signed by a Witness.

### Analysis

The Landlord did not provide an address to which the Notice of Direct Request Proceeding documents were sent, and therefore I am not satisfied that the Tenant received the Notice of Direct Request Proceeding documents.

Having failed to prove service of the Notice of Direct Request Proceeding documents on the Tenant, the Landlord's application is dismissed with leave to reapply.

It is important to note that the Landlord, in its Application for Dispute Resolution, applied to for a Monetary Order to include late fees. There is no provision in the Act for an award of late fees in Direct Request Proceedings.

### 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: September 29, 2009.

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