

DECISION

Dispute Codes OPR MNSD

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 Applicant is entitled to an Order of Possession for unpaid rent and to keep the security deposit for unpaid rent in the amount of \$295.00. I have reviewed all documentary evidence submitted by the Applicant.

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the Tenant on January 1, 2005. The tenancy agreement indicates a monthly rent of \$590.00 due on the first of each month. The tenancy is a month-to-month tenancy, commencing January 1, 2005. The tenancy agreement states that a security deposit in the amount of \$295.00 was paid on January 1, 2005.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on September 3, 2009, with an effective vacancy date of September 13, 2009.
- 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 15, 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 17, 2009, at 6:30 p.m., the Landlord's agent served the Tenant with the Notice of Direct Request Proceeding, by personally handing the documents to the Tenant at his residence.

The Landlord submitted a signed Proof of Service of the Notice to End Tenancy which declares that on September 3, 2009, at 9:30 p.m., the Landlord's agent served the Tenant with the Notice to End Tenancy by posting it on the Tenant's door at the rental unit. The Proof of Service document was signed by a Witness.

Analysis

The tenancy agreement provided by the Applicant/Landlord discloses a different landlord from the Applicant. There was no evidence provided by the Applicant/Landlord to support that the Applicant/Landlord is in fact the Landlord. Furthermore, the address given for the rental unit on the tenancy agreement is different from the address given on the Notice to End Tenancy and the Application for Dispute Resolution.

The amount of rent owing is unreadable on the copy of the Notice to End Tenancy provided by the Landlord.

For these reasons, I dismiss the Landlord's application with leave to re-apply.

Conclusion

The Landlord's application is dismissed with 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: September 28, 2009.
