



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes

OPR, MNR, FF

### Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 10, 2010, at 1 p.m. the landlord personally served the tenant A.G.D. with the Notice of Direct Request Proceeding at the rental unit address via registered mail. Section 90 of the Act determines that a document is deemed to have been served on the day of personal delivery.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession?

Is the landlord entitled to monetary compensation for unpaid rent?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of a residential tenancy agreement which was signed by the parties on December 15, 2008, indicating a monthly rent of \$1,300.00 due by the first day of the month and that a deposit of \$650.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 2, 2010, with a stated effective vacancy date of March 1, 2010, for \$2150.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant has failed to pay rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by personal delivery on February 2, 2010 at 2 p.m. to an individual with the initials D.G.

### Analysis

The landlord has served an individual with the Notice to End Tenancy whose name does not appear to match that provided on the Application. The tenant named as a respondent on the Application has initials A.G.D.; the person served has initials D. G. and the individual who was served with Notice of this proceeding has the initials A.G.D.

As there is inconsistency between the tenant named on the Application, the 10 Day Notice to End Tenancy and the tenancy agreement. I am unable to determine if there are two tenants named on the tenancy agreement, or one tenant.

Therefore, I find that this Application will be convened to a participatory hearing so that the tenant or tenants may be properly identified and service of the Notice to End Tenancy be determined.

### Conclusion

Having found that the landlord has failed to prove service of the 10 Day Notice to End Tenancy, I order that the direct request proceeding be reconvened in accordance with section 74 of the Act.

Based on the foregoing, I find that a conference call hearing is required in order to determine the details of service of the 10 Day Notice to End Tenancy. Notices of Reconvened Hearing are enclosed with this decision **for the applicant to serve upon the tenant within three (3) days of receiving this decision in accordance with section 88 of the Act.**

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: February 17, 2010.

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Dispute Resolution Officer