

## **DECISION**

Dispute Codes      OPR MNR

### 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 for unpaid rent and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on August 19, 2010, at 18:14 hrs, the Landlord served each Tenant with the Notice of Direct Request Proceeding, in person at the rental unit.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession and a Monetary Order under section 55 of the *Residential Tenancy Act*?

### Background and Evidence

I have carefully reviewed the following evidentiary material submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant; and
- A copy of the tenancy agreement which was signed by all parties. The date the agreement was signed displays May 2010. The actual date was written and then scratched out, initialed, and is not legible. The amount of rent payable under section 6 is written and the part of it is scratched out and initialed. The amount of rent payable is not legible.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, August 9, 2010, with an effective vacancy date of August 19, 2010 due to \$1,460.00 in unpaid rent which was due on August 1, 2010; and

Documentary evidence filed by the landlord indicates that the Tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent when it was served personally to one of the Tenants on August 9, 2010, at 5:20 p.m. The Tenant signed the proof of service form acknowledging receipt of the Notice.

### Analysis

The Landlord provided a copy of the tenancy agreement that had changes to standard terms of the tenancy agreement and therefore does not meet the requirements to be reviewed through the Direct Request Process.

The Landlord has provided a copy of the 10 Day Notice to End Tenancy which was issued by a Landlord with a different name than what is listed on the tenancy agreement and the Landlord's application. Also, the 10 Day Notice indicates 1460 is unpaid and not 1450 which appears to be the rent. Based on the aforementioned discrepancies I find the 10 Day Notice to End Tenancy does not meet the form, content, and service under sections 52 and 89 of the *Residential Tenancy Act*. Therefore, the 10 Day Notice to End Tenancy is invalid and of no force or effect. Having found the 10 Day Notice issued August 9, 2010, to be invalid, I hereby dismiss the Landlord's application, without leave to reapply.

### Conclusion

**I HEREBY ORDER** the 10 Day Notice to End Tenancy issued for Unpaid Rent and dated August 9, 2010, is void and is without force or effect.

**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: September 02, 2010.

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Dispute Resolution Officer