

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 September 24, 2010, the Landlord served each Tenant with the Notice of Direct Request Proceeding, via registered mail. Canada Post receipts were provided in the Landlord's evidence and the Tenants are deemed to have been served on September 29, 2010, five days after they were mailed in accordance with section 90 of the Act. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord 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 a three page document titled "Tenant Application Form" on page 1, "Tenancy Agreement" on page 2, and "Tenancy Agreement" on page 3. Page 2 is not signed or initialed by the parties and indicates a tenancy agreement is effective "March 1, **2020**, monthly, or the last of February at a monthly rental of \$1250.00 payable to (Landlord's name) in advance on the first day of each month during the term. Page 3 is signed by the parties and dated February 14, 2010 indicating that \$2500.00 was paid which included \$1250.00 of pet and security deposits and \$1250.00 first month's rent.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, September 15, 2010, with an effective vacancy date of September 25, 2010 due to \$1,350.00 (1250 + 100) in unpaid rent which was due on September 1, 2010; and
- And a note on the Landlord's application that states the Landlord is seeking September rent, \$100.00 arrears and \$30.00 utilities.

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 the male Tenant on September 15, 2010 at 6:00 p.m. in the presence of a witness.

Analysis

The Landlord has provided a copy of a tenancy agreement which indicates the tenancy will be effective March 1, **2020**, and has provided a copy of the 10 Day Notice to End Tenancy which indicates rent of \$1350.00 was due September 1, **2010**. Based on the information before me the documents indicate that the Landlord has issued a 10 Day Notice ten years prior to the onset of the tenancy. Based on the aforementioned the Landlord's application does not meet the requirements of the Direct Request process and the application is dismissed, with leave to reapply.

Conclusion

I HEREBY DISMISS the Landlord's application, 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: October 06, 2010.

Dispute Resolution Officer