

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 Landlords for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent.

The Landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on October 18, 2010 at 2:30 p.m. the Landlord served the Tenant with the Notice of Direct Request Proceeding via registered mail. Canada Post receipts were submitted in the Landlords' evidence which lists the same Tenant's first name as listed on the application for dispute resolution however a different spelling was used when the proof of service document was completed.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy Act*?

Background and Evidence

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

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant which displays two different spellings of the Tenant's first name;
- A copy of a residential tenancy agreement which was signed by all parties on July 1, 2010, for a month to month tenancy beginning July 1, 2010, for the monthly rent of \$1,500.00 due on 1st of the month and a deposit of \$750.00 was paid on July 1, 2010. The spelling of the Tenant's name is different on the tenancy agreement than what is listed on the application for dispute resolution; and
- A letter of authorization appointing the applicant to act as an Agent for the Landlord which lists a Tenant's name that is spelled differently than that which is listed on the application for dispute resolution; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, October 8, 2010 with an effective vacancy date of October 19, 2010 due to \$2,180.00 in unpaid rent. The 10 Day Notice lists a Tenant's name which is spelled differently than what is record on the tenancy agreement.

Analysis

The evidence provided displays the Tenant's name spelled differently on the application for dispute resolution, the 10 Day Notice to End tenancy, and the proof of service documents, than that which is listed as the Tenant's name on the tenancy agreement. Based on the aforementioned I find the 10 Day Notice to End Tenancy issued October 8, 2010, does not meet the requirements of the Act and I hereby find the 10 Day Notice to be void and of no force or effect.

Having found the 10 Day Notice to End Tenancy to be void, I hereby dismiss the Landlords' application.

Conclusion

I HEREBY DISMISS the Landlords' 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: October 25, 2010.

Dispute Resolution Officer