



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction and Preliminary Matter

This hearing dealt with an Application for Dispute Resolution by the Landlords for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent and to recover the filing fee for the Application.

Only the Landlords appeared at the hearing. S.M. gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

Introduced in evidence was a letter from the Tenant purporting to confirm a financial agreement between the Landlords and the Tenant in 2013. The Landlord confirmed that the spelling of the Tenant's name on that letter was correct.

The Landlord did not submit a copy of the residential tenancy agreement. She confirmed the spelling of the Tenant's name on the agreement was the same as the spelling on the above mentioned letter.

The Tenant's name was incorrectly noted on the Landlord's Application for Dispute Resolution, filed May 14, 2015, and the 10 Day Notice to End Tenancy dated May 5, 2015. The Landlord confirmed she had misspelled the Tenant's name on these two documents.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was unclear in terms of the amount of rent owing as of April 15, 2015 (the "Notice"). The Landlord also failed to submit a Monetary Order Worksheet in support of her application for a Monetary Order.

I find that the Notice is ineffective in that it fails to properly identify the Tenant, and does not clearly state the amounts owing for rent. Further, the Landlord, in misidentifying the Tenant on the Landlord's Application for Dispute Resolution, has not provided the

Tenant (as noted on the residential tenancy agreement) with proper Notice of the Proceedings as required by the *Act*. Pursuant to section 64(2)(b) I dismiss the Landlord's Application with leave to reapply.

The Landlords are cautioned to accurately name the Tenant on any Notices, and Applications for dispute resolution, and provide a copy of the residential tenancy agreement, as well as a completed Monetary Order Worksheet in evidence should they intend to proceed with another application.

Conclusion

The Landlord failed to accurately name the Tenant on the 10 Day Notice. The Landlord also failed to clearly indicate the amounts owing for Rent and as such the Notice is ineffective pursuant to section 52(d). The Landlord also failed to accurately name the Tenant on the application for dispute resolution, therefore proper notice of the proceedings was not provided. 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: June 08, 2015

Residential Tenancy Branch

