

DECISION

Dispute Codes – OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order due to unpaid rent. A participatory hearing was not convened.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 15, 2010 the landlord served the tenant with the Notice of Direct Request Proceeding by posting the notice on the rental unit door. Section 90 of the *Act* states a document posted is deemed served on the 3rd day after it is posted.

Section 89 of the *Act* requires a landlord to serve a notice of dispute by leaving a copy with the person; sending a copy by registered mail to the address at which the person resides or a forwarding address provide by the tenant. In the case of applications for an order of possession additional methods include by leaving it with at the tenant's residence with an adult who resides with the tenant or by attaching it to the door of the unit.

Based on the written submissions of the landlord, I find that the tenant has been served with the Dispute Resolution Direct Request Proceeding documents in accordance with the *Act* for an application for an order of possession. I also find the tenant has not been served in accordance with the *Act* for the purposes of an application for a monetary order.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

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 tenant and a different landlord and agent on June 14, 2010 for a 12.5 month fixed term tenancy beginning on June 15, 2010 for the monthly rent of \$700.00 due on the 1st of each month and a security deposit of \$350.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on December 2, 2010 with an effective vacancy date of December 2, 2010 due to \$700.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the month of December 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was posted to the rental unit door on December 2, 2010 at 4:45 p.m. and that this service was witnessed by a third party.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. However, the 10 Day Notice issued and the Application for Dispute Resolution identify a different party as the landlord than that listed in the tenancy agreement.

The party making this application has provided no documentation substantiating that they can act on the landlord's behalf or that there was a change in agents for the landlord. As such, I cannot determine if the party making this Application has any standing in this tenancy.

Conclusion

For the reasons noted above, I dismiss this application in its entirety 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: December 20, 2010.

Dispute Resolution Officer