

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the Act).

Issue(s) to be Decided

The issues to be decided are whether the Landlords are entitled to an Order of Possession; a Monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 55, 67, and 72 of the Act.

Background and Evidence

The Landlords submitted a copy of a one page tenancy agreement which was signed by one of the Tenants and the Landlord on June 1, 2007. The agreement does not meet the minimum requirements for tenancy agreements as required by the Act and prescribed in the Regulations. More particularly, the agreement fails:

- to set out the standard terms;
- to indicate the address for service and telephone number of the Landlord(s);
- to indicate whether the tenancy is a fixed term or periodic tenancy; and
- to indicate the date the security deposit was or must be paid.

Analysis

I have reviewed the tenancy agreement and find that, because of the deficiencies as set out above, I cannot rely on the agreement in order to make a determination in a Direct Request Proceeding. Therefore, I order that this matter be set for a participatory hearing, via teleconference.

Conclusion

The Landlords' application is adjourned to a participatory hearing. Notices of Reconvened Hearing are enclosed with this decision for the Landlords to serve upon the Tenants. The Landlords have **three days** to serve the Tenants with a copy of this decision and the Notice of Reconvened Hearing.

The Landlords must serve the Tenants with these documents in a manner that complies with Section 89 of the Act.

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: July 3, 2009.
