



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

INTERIM DECISION

Dispute Codes

OPR, MNSD, MNR, FF

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) 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.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 07, 2009 the Landlord personally served the Tenant with the Notice of Direct Request Proceeding at the rental unit. The Landlord received the Direct Request Proceeding package on December 07, 2009 and initiated service that day.

Based on the written submissions of the Landlord, I find the Tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

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

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant
- A copy of a residential tenancy agreement that appears to be signed by the Tenant. It appears that this tenancy agreement relates to a different rental unit and was amended when the Tenant moved to another rental unit. Some of the amendments appear to have been initialed by one party and some have been initialed by another party

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by an agent for the Landlord on November 20, 2009 which states that the Tenant must vacate the rental unit by November 20, 2009 unless the Tenant pays the rent within five days of receiving the Notice or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice declares that the Tenant owes rent, in the amount of \$5,485.00
- A copy of Proof of Service of the 10 Day Notice to End Tenancy, in which an agent for the Landlord declared that he personally served the Tenant with the Notice.

Analysis

I find that I am not able to determine the terms of this tenancy on the basis of the written tenancy agreement that was submitted in evidence, as there were significant amendments made to the original tenancy agreement that do not appear to have been initialed by the Tenant.

Conclusion

I order that the direct request proceeding be reconvened in accordance with section 74 of the *Act* as I find that a conference call hearing is required in order to determine the terms of this tenancy agreement.

Notices of Reconvened Hearing are enclosed with this interim decision for the Landlord. A copy of the Notice of Reconvened Hearing, this interim decision, the Application for Dispute Resolution, and any evidence that will be introduced at the hearing by the Landlord must be served upon Tenant, in accordance with section 88 of the *Act*, within **three (3) days** of receiving this decision.

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 18, 2009.

Dispute Resolution Officer