

DECISION

Dispute Codes - OPR, MNR, MNSD, FF

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the 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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on January 19, 2010 the landlord served the tenant with the Notice of Direct Request Proceeding personally.

Based on the written submissions of the landlord, I find that the tenants have been 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; for 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, 46, 55, 67, and 72 of the *Residential Tenancy Act (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;
- An incomplete copy of a residential tenancy agreement which was signed by the tenants only on September 15, 2009 for a 1 year fixed term tenancy beginning on October 1, 2009 for the monthly rent of \$800.00 due on the 1st of the month. There is a clause in the tenancy agreement that states the tenant agrees that in the event that the lease is broken, the landlord will not return the Security Deposit but there is nothing indicating how or when the security deposit was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 2, 2010 with an effective vacancy date of January 12, 2010 due to \$800.00 unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed for the month of January, 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was served by posting it on the tenant's door on January 2, 2010 at 8:45 p.m. The landlord provided written confirmation that this service was witnessed by a third party.

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

Conclusion

Having found that tenancy agreement is not complete, I find that a hearing is required. In accordance with section 74 of the Act, I hereby order that the direct request proceeding be reconvened as a teleconference hearing, on the date and time set out in the enclosed Notice of Reconvened Hearing.

The landlord must serve the tenant with a copy of the Notice of Reconvened Hearing 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: January 27, 2010.

Dispute Resolution Officer