

DECISION

Dispute Codes - OPR, MNR, 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 February 24, 2010 the landlord served the tenants with the Notice of Direct Request Proceeding via registered mail. Section 90 of the *Act* states a document send by mail is deemed served on the 5th day after it is mailed.

Based on the written submissions of the landlord, I find that the tenants had 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; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 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 tenants;
- A copy of a residential tenancy agreement which was signed by the landlord and one of the tenants on September 29, 2009 for a one year fixed term tenancy beginning on October 1, 2009 for the monthly rent of \$1,400.00 due on the 1st of the month and a security deposit of \$700.00 was paid;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 12, 2010 with an effective vacancy date of February 19, 2010 due to \$3,310.00 unpaid rent; and
- An undated note from one of the tenants indicating they were moving out by the end of the month of January 2010.

Analysis

The landlord has claimed, in his Application, for unpaid rent for the months of December, 2009, January 2010, and February 2010.

As the tenancy agreement was signed by only one of the tenants and by the inclusion, in the landlord's evidence, of the note from the tenants stating they plan to move out by the end of January, 2010.

As a result, I am unable to determine who is a party to this tenancy agreement and the value of the unpaid rent that is owed to the landlord.

Conclusion

Based on the above, I find that a conference call hearing is required in order to determine the details of the tenancy. Notices of Reconvened Hearing are enclosed with this decision **for the applicant to serve upon the tenant within three (3) days of receiving this decision in accordance with section 88 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: March 08, 2010.

Dispute Resolution Officer