

DECISION

Dispute Codes OPR MNR MND FF

Introduction

This hearing proceeded 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 for unpaid rent, a Monetary Order for unpaid rent, to keep the security deposit, and to recover the cost of the filing fee from the Tenant for this application.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on March 16, 2010 at 12:45 p.m. the Landlord served the Tenant in person at the rental unit with the Notice of Direct Request Proceeding. Based on the written submissions of the Landlord, I find that the Tenant has been served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent under section 55 of the *Residential Tenancy Act*?

Is the Landlord entitled to a Monetary Order a) for unpaid rent, and b) to keep the security deposit pursuant to section 55 and 72 of the *Residential Tenancy Act*?

Background and Evidence

I have carefully reviewed the following evidentiary material submitted into evidence by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant; and
- A copy of a residential tenancy agreement which was signed by the Tenant and the Landlord on January 28, 2010 for a month to month tenancy beginning on January 1, 2010 for the monthly rent of \$725.00 due on the 1st of the month. A deposit of \$350.00 is noted on the tenancy agreement as “already in place”; and
- A statement which displays a statement of account that the security deposit was paid on July 16, 2008 in the amount of \$350.00; and
- A negotiation of payment of rent issued on the Landlord’s letterhead which stipulates the Tenant will make payments towards the unpaid rent on March 12,

2010 of \$500.00; march 25, 2010 of \$600.00; and March 26, 2010, of \$50.00; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on March 3, 2010, with an effective vacancy date of March 13, 2010 due to \$1,125.00 in unpaid rent that was due on March 1, 2010.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent in person at the rental unit on March 3, 2010 at 1:50 p.m. in the presence of a witness. The Tenant signed the proof of service document acknowledging receipt of the Notice.

Analysis

The Landlord has filed through the Direct Request Proceeding requesting an Order of Possession and a Monetary Order for unpaid rent. Included in the Landlord's evidence is a negotiation of payment of rent that was entered into on March 10, 2010, seven days after the issuance of the 10 Day Notice. Based on the aforementioned, I find that a conference call hearing is required in order to determine the details of the Landlord's claim.

Conclusion

I HEREBY FIND that a conference call hearing is required in order to determine the merits of this Application for Dispute Resolution. Notices of Reconvened Hearing are enclosed with this 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: March 24, 2010.

Dispute Resolution Officer