

DECISION

Dispute Codes OPR MNR MNSD 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, an Order to retain the security deposit in partial satisfaction of the claim, 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 17, 2010 the Landlord served the Tenant with the Notice of Direct Request Proceeding, via registered mail. Canada Post receipts were provided in the Landlord's evidence and the Tenant is deemed to be served the hearing package on March 22, 2010, five days after it was mailed in accordance with section 90 of the Act. 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

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 Tenants 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

I have carefully reviewed the following documentary evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for each Tenant;
- A copy of a residential tenancy agreement which was signed by all parties on December 1, 2009 for a month to month tenancy for the monthly rent of \$1,900.00 due on 1st of the month and a security deposit of \$950.00 was to be paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, March 9, 2010 with an effective vacancy date of March 9, 2010 due to \$1,900.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent when it was served to the Tenant in person on March 9, 2010, at 12:15 p.m. in the presence of a witness.

Analysis

The Landlord submitted a tenancy agreement into evidence that does not stipulate the effective or start date of the tenancy nor does the tenancy agreement provide a date when the Tenant paid the \$950.00 security deposit. Based on the aforementioned I find the tenancy agreement does not meet the requirements of the direct request process. Therefore I adjourn this application to a conference call hearing.

Conclusion

I 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 82 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(2) of the *Manufactured Home Park Tenancy Act*.

Dated: March 29, 2010.

Dispute Resolution Officer