

## **DECISION**

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to section 74(2)(b) of the *Residential Tenancy Act* (the Act).

### 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 apply the security deposit towards satisfaction of its monetary claim; 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. I have reviewed all documentary evidence submitted by the Landlord.

### Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of a one page residential tenancy agreement which was signed by the Tenant on October 25, 2009. The tenancy agreement indicates a monthly rent of \$495.00. The tenancy commenced on November 1, 2009. The tenancy agreement states that a security deposit in the amount of \$247.50 was required.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 2, 2010, with an effective vacancy date of February 12, 2010 for \$495.00 in unpaid rent that was due on February 1, 2010.
- Copies of two notices to the Tenant: a notice of routine inspection dated February 12, 2010; and a notice of late rent dated January 2, 2010.
- Copies of two hand written statements, dated February 20, 2010 and February 23, 2010.

- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- A copy of the Landlord's Application for Dispute Resolution, filed February 24, 2010; and
- A copy of the Proof of Service of the Notice of Direct Proceeding upon the Tenant.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 25, 2010, at 8:59, the Landlord mailed the Tenant the Notice of Direct Request Proceeding, to the rental unit, by registered mail. The Landlord provided a copy of the registered mail receipt and tracking number.

The Landlord submitted a signed Proof of Service of the Notice to End Tenancy which declares that on February 2, 2010, at 9:00 a.m., the Landlord served the Tenant with the Notice to End Tenancy by posting the document on the Tenant's door. A Witness signed the Proof of Service document.

### Analysis

The one page tenancy agreement provided in evidence makes reference to a "Schedule A" which was not provided in evidence. There is insufficient information on the tenancy agreement provided. For example, it does not disclose whether this was a periodic or fixed term tenancy; what day rent was due; the date the security deposit was paid; the address and telephone number for the Landlord; and the standard terms, all of which is required under Section 13 of the Act.

The Landlord seeks to end the tenancy for unpaid rent which was due on February 1, 2010, however, there is insufficient evidence that rent was due on the first day of the month. Therefore, the Landlord's application is dismissed, with leave to reapply.

### Conclusion

The Landlord's application is dismissed with leave to reapply.

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 10, 2010

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