

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 Applicants for an Order of Possession and a Monetary Order for unpaid rent.

The Applicants submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 26, 2010 the Applicants served the Tenant with the Notice of Direct Request Proceeding via registered mail. Section 90 of the Residential Tenancy Act deems a document delivered in that manner to have been received (or served) on the fifth day after it was sent. Based on the evidence and written submissions of the Applicants, I find that the Tenant was served as required by s. 89 of the Act with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the Applicants are 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 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

As part of the Direct Request Proceeding the Applicants are required to provide a copy of the residential tenancy agreement signed by the Parties. The copy of the tenancy agreement provided by the Applicants is illegible in many respects and in particular, the date when rent is due cannot be determined. The tenancy agreement also shows the name of a different party as Landlord and there was no other evidence submitted by the Applicants to show that they have been assigned rights under the tenancy agreement or are acting as agents for the Landlord named on the tenancy agreement.

The tenancy agreement also shows a rental rate of \$1,125.00 per month, however the Applicants claim in their application that rent is \$1,166.00 due to a rent increase however, a copy of the applicable Notice of Rent Increase was not submitted as required. The Applicants' submissions also state that the Tenant made a payment of \$525.00 in February 2010. If the Applicants accepted the Tenant's payment after the effective date of the Notice (without qualification), the Applicants may be deemed to have reinstated the tenancy.

Conclusion

For all of the above-noted reasons, I find that a conference call hearing is required in order to obtain additional details. 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 18, 2010.

Dispute Resolution Officer