

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 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 April 29, 2010 at 3:30 p.m. the Landlord served the Tenant, via registered mail, with the Notice of Direct Request Proceeding.

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 the security deposit and to recover the cost of the filing fee, pursuant to sections 55 and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

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

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant
- A copy of a rental application/agreement signed March 5, 2010 for the month rent of \$1300 and utilities of \$245. This agreement does not list the effective date of the tenancy agreement nor does it list the term of the tenancy.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on April 16, 2010, with an effective vacancy date of April 26, 2010, due to \$550.00 in unpaid rent, \$245.00 in unpaid utilities, and \$275.00 in unpaid damage deposit that was due on April 1, 2010.

- A copy of a letter issued to the Tenant from the Landlord on April 16, 2010 confirming a male has moved out of the residence and a total amount of \$1070.00 is owing to the Landlord.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent when the Landlord served the female Tenant on February 22, 2010, at 7 p.m. in the presence of a witness.

Analysis

The Landlord has filed through the Direct Request process and is claiming for unpaid rent, unpaid utilities and unpaid damage deposit. There is an indication that a male was occupying the rental unit and has recently moved out, which creates questions pertaining to occupancy status of the remaining Tenant.

I cannot determine the effective date or term of the tenancy agreement based on the tenancy application/agreement submitted in evidence. Based on the aforementioned I find that this application does not meet the criteria of a direct request proceeding.

Based on the foregoing, I find that a conference call hearing is required in order to determine the details of the Landlord's claim. Notices of Reconvened Hearing are enclosed with this decision for the Applicant Landlord and are required to be served to the Respondent Tenant by the Landlord.

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 the 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: May 05, 2010.

Dispute Resolution Officer