

## DECISION

Dispute Codes      OPR MNR MNSD FF

### Introduction

The Applicant has applied for an Order of Possession, a Monetary Order for unpaid rent, to keep the security deposit, and to recover the cost of the filing fee from the Tenants, through the Direct Request Process.

### Issues(s) to be Decided

Is the Applicant entitled to an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and to keep the security deposit under sections 55 and 72 of the *Residential Tenancy Act*?

### Background and Evidence

In support of their claim the Applicant has submitted, among other items, a copy of the application and a copy of a 10 Day Notice to End Tenancy which lists the Applicant's name as the Landlord. The Applicant also submitted a copy of a tenancy agreement which lists a different company as the Landlord who entered into the agreement with both Tenants.

### Analysis

There is no evidence to support that the Landlord has changed names or the Applicant purchased the rights to the tenancy agreement from the previous Landlord. Further, there is no evidence that the applicant named in this proceeding has any authorization to act as the agent to the legal landlord named in the tenancy agreement or that this authorization to act as the Landlord has been provided in writing to the Tenants.

A “**tenancy agreement**” means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit. I find that based on the above definition, oral terms contained in, or form part of, tenancy agreements and may still be recognized and enforced; however verbal tenancy agreements do not meet the requirements for a Direct Request Proceeding and

evidence must be submitted to prove that a tenancy agreement exists between the Applicant and the Respondents.

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 Tenants 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 Tenants, 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 06, 2010.

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Dispute Resolution Officer