

DECISION

Dispute Codes OPR MNR

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 and a Monetary Order for unpaid rent.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on July 16, 2010 at 1:37 p.m., the Landlord served the Tenant with the Notice of Direct Request Proceeding in person at the rental unit. 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

Is the Landlord entitled to an Order of Possession and a Monetary Order pursuant to section 55 of the *Residential Tenancy 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 each Tenant;
- A copy of a residential tenancy agreement which was signed by all parties for a fixed term tenancy beginning May 1, 2006 and switching over to a month to month tenancy after October 31, 2006, for the monthly rent of \$550.00 due on 1st of the month and a deposit of \$275.00 was paid on or before April 20, 2006; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, June 3, 2010 with an effective vacancy date of June 13, 2010 due to \$3,531.84 in unpaid rent; and
- Copies of several notices of rent increases.

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by leaving it personally with the Tenant, on June 3, 2010, 7:30 p.m., in the presence of a witness.

Analysis

The Landlord has filed through the Direct Request Proceeding and is claiming for more than seven months of unpaid rent for a total of \$4,536.00.

The evidence supports the Tenant entered into a tenancy agreement with a different company than what is named as the Landlord on this application. 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 respondent.

When considering the number of months being claimed by the Applicant and in the absence of any evidence to support the Applicant is the current Landlord, I find this application does not fit 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 merits of the Applicant's claim.

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 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: July 23, 2010.

Dispute Resolution Officer