



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession 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 January 5, 2011 the landlord served the tenant with the Notice of Direct Request Proceeding via personal delivery at the rental unit.

Based on the written submissions of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

Background and Evidence

The landlord included the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of an agreement which was signed by the parties on October 16, 1995, indicating a one-year tenancy for a monthly rent of \$475.00 due on the 1st day of every month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 22, 2010 with a stated effective vacancy date of December 31, 2010, for \$2,543.00 in unpaid rent as of December 1, 2010; and,
- A copy of a Proof of Service of the 10 Day Notice indicating landlord personally served the 10 Day Notice upon the tenant on December 22, 2010 as acknowledged by the tenant in writing.



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Analysis

I have reviewed all documentary evidence and I find the landlord has not provided sufficient evidence to obtain an Order of Possession and Monetary Order through the Direct Request procedure. More information is required with respect to the following:

The written agreement appears to be a one-year tenancy but does not indicate what was to happen at the end of the year. It is unclear if the tenancy agreement continued on a periodic basis or a new agreement was reached.

The landlord is requesting compensation of \$2,543.00 based upon the 10 Day Notice to End Tenancy but did not provide a ledger or accounting to show how that balance was determined.

The landlord is request compensation of \$493.00 for January 2011 rent yet the written agreement indicates rent is \$475.00 per month and the landlord did not provide copies of Notices of Rent Increase.

Based on the foregoing, I find that a conference call hearing is required in order to determine the terms of the tenancy agreement, rent increases and determination of the rent outstanding. 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 a manner that complies with section 89 of the Act.

Conclusion

This matter has been set for a participatory hearing. The landlord has been provided Notices of Reconvened Hearing to serve upon the tenant.

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: January 11, 2011.

Residential Tenancy Branch