

## **DECISION**

Dispute Codes      OPR MNR FF

### **Preliminary Issues**

The Landlord has applied for an Order of Possession and a Monetary Order for unpaid rent through the Direct Request Process. In support of their claim the Landlord has submitted a copy of a tenancy agreement that has not been signed by either Tenant.

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 that signed written tenancy agreements must be submitted as evidence that a tenancy agreement exists.

Based on the above I find that this application does not meet the requirements for the Direct Request process and I hereby dismiss the Landlord’s application with leave to reapply for a conference call hearing where a determination can be made in relation to the tenancy agreement.

### **Conclusion**

I HEREBY DISMISS the Landlord’s application with leave to reapply.

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: August 05, 2009.

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Dispute Resolution Officer