



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes - OPR, MNR, MNSD, FF

Introduction

This matter was conducted 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 and a monetary order due to unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on December 24, 2009 the landlord served the tenant with the Notice of Direct Request Proceeding personally.

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

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; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenant;
- A copy of an Application for Tenancy which was signed by the parties on August 10, 2007 for monthly rent of \$525.00; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on December 15, 2009 with an effective vacancy date of December 25, 2009 due to \$845.00 unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the rent owed for the month of December, 2009 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent when it was served personally to the tenant

on December 15, 2009 at 8:45 p.m. The landlord has provided written confirmation that this service was witnessed by a third party.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days.

Analysis

A required document for the Direct Request Proceeding is a copy of the applicable tenancy agreement. The landlord has failed to provide a copy of a tenancy agreement.

In reviewing the documentation submitted the Application for Tenancy states that the rent for the dispute address is \$525.00 but the 10 Day Notice to End Tenancy is for unpaid rent for the month of December and the amount is \$845.00.

Conclusion

In the absence of a tenancy agreement and any confirmation of the current amount of rent due I have set this Direct Request to a participatory hearing.

Attached to this interim decision are notices of the time and date for the participatory hearing.

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 14, 2010.

Dispute Resolution Officer