

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 August 19, 2010, the Landlord served each Tenant with the Notice of Direct Request Proceeding, via registered mail. Canada Post receipts were provided in the Landlord's evidence. The Tenants are deemed to be served the Notice of Direct Request Proceeding on August 24, 2010, five days after they were mailed in accordance with section 90 of the Act.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession and a Monetary Order under 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; and
- A tenancy agreement signed by all parties on February 16, 2010, for a month to month tenancy beginning February 16, 2010.00 for the monthly rent of \$875.00 payable on the first of each month. Noted on the agreement is “* from 16th Mar

2010 rent decreased to \$800.00/month and damage deposit \$400.00 not \$450**". The tenancy agreement shows a \$200.00 security deposit which was changed to \$400.00 which was payable on February 16, 2010. There is a notation of \$250.00 "will pay by March 16, 2010" that is initially by the Tenant with another note "15th July still owe security deposit \$150.00"; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, August 8, 2010, with an effective vacancy date of August 18, 2010 due to \$800.00 in unpaid rent which was due on July 16, 2010; and

Documentary evidence filed by the Landlord indicates that the Tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on August 8, 2010, at 8:00 p.m. in the presence of a witness.

Analysis

The Landlord has provided a copy of the tenancy agreement which has several changes made to the standard terms with one Tenant's initials beside each change. There is no evidence that the joint Tenant approved of the changes or that the Landlord signed in agreement to the changes.

As per the aforementioned I find this application does not meet the requirements of the Direct Request process and find it necessary to adjourn this proceeding to a participatory hearing.

Conclusion

I hereby order this proceeding be reconvened at a participatory teleconference hearing. Notices of Reconvened Hearing are enclosed with this decision for the Landlord.

A copy of the Notice of Reconvened Hearing, this 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 89 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: September 02, 2010.

Dispute Resolution Officer