



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes

OPR, MNR

Introduction

This hearing proceeded by way of Direct Request Proceeding, pursuant to sections 55(4) and 74(2) of the *Residential Tenancy Act (Act)*, and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a monetary order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 06, 2011 the Agent for the Landlord personally served the female Tenant with the Notice of Direct Request Proceeding at the rental unit address. The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on June 06, 2011 the Agent for the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding at the rental unit address.

Based on the written submissions of the Landlord, I find the Tenants have been served with the 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 and to a monetary Order for unpaid rent, pursuant to sections 55 and 67 of the *Act*.

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of a residential tenancy agreement, which does not appear to be signed by either party. A copy of an addendum to the tenancy agreement that appears to be signed by both Tenants.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the Agent for the Landlord and is dated May 25, 2011, which declares that the Tenants must vacate the rental unit by June 04, 2011 unless the Tenants pay the rent within five days of receiving the Notice or submit an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the

Notice. The Notice declares that the Tenants owe rent, in the amount of \$920.42, that was due on May 01, 2011.

- A copy of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which the Agent for the Landlord declared that he posted the Notice on the Tenant's door on May 25, 2011 in the presence of a friend, who also signed the Proof of Service.

On the Application for Dispute Resolution, the Landlord indicates that the Tenants owe \$920.42 for rent from May of 2011.

Analysis

I find that the Landlord has submitted insufficient evidence to establish how much rent the Tenants agreed to pay or when the rent was due. In reaching this conclusion I was heavily influenced by the fact that the tenancy agreement that was submitted in evidence was not signed by either Tenant. I cannot, therefore, conclude that the Tenants agreed to pay the amount of rent outlined in the tenancy agreement.

I note that the Tenants appear to have signed an addendum to the tenancy agreement and I accept that the Tenants have agreed to the terms of the addendum. As the amount of rent and the date that rent is due are not outlined in the addendum, I find that this addendum does not help me determine these issues.

Conclusion

Having found that the Landlord has failed to prove how much rent the Tenants agreed to pay and the date that rent is due, I order that the direct request proceeding be reconvened in accordance with section 74 of the Act. I find that a conference call hearing is required in order to determine the merits of this dispute, as I cannot conclude that rent is owed without clarification of the terms of this tenancy agreement. 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 both Respondents, 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: June 14, 2011.

Residential Tenancy Branch