



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

OPR, MNSD, MNR, FF

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 May 27, 2009 the Landlord personally served the Tenant with the Notice of Direct Request Proceeding at the rental unit address. The Landlord received the Direct Request Proceeding package on May 27, 2009 and initiated service that day. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served personally on the same day of service.

Based on the written submissions of the Landlord, I find the Tenant has been duly 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; to keep 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, 55, 67, and 72 of the *Act*.

Background and Evidence

I have reviewed the following evidence submitted by the Landlord:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant
- A copy of a residential tenancy agreement that was signed by the Tenant, which indicates that the tenancy began on March 15, 2009, that the rent of \$750.00 is due on the first day of each month, and that the Tenant paid a security deposit of \$375.00 on March 15, 2009

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- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the Landlord on May 14, 2009 which states that the Tenant must vacate the rental unit by May 30, 2009 unless the Tenant pays the rent within five days of receiving the Notice or submits an Application for Dispute Resolution seeking to set aside the Notice within five days of receiving the Notice. The Notice indicates that the Tenant owes rent, in the amount of \$750.00, that was due on May 14, 2009
- A copy of Proof of Service of the 10 Day Notice to End Tenancy, in which the Landlord declared that he posted the Notice on May 14, 2009 at 1300 hours, in the presence of a friend, who also signed the Proof of Service.

On the Application for Dispute Resolution, the Landlord indicates that the 10 Day Notice to End Tenancy for Unpaid Rent was posted on the front door on May 14, 2009.

On the Application for Dispute resolution, the Landlord indicated that he is seeking \$750.00 compensation for unpaid rent.

Analysis

Based on the evidence provided by the Landlord, I find that a 10 Day Notice to End Tenancy was posted at the rental unit on May 14, 2009.

Based on the evidence provided by the Landlord, I find that the Tenant had not paid rent for May of 2009 by the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenant paid the outstanding rent since filing the Application for Dispute Resolution, and therefore I find that the Tenant owes rent in the amount of \$750.00.

I have no evidence to show that the Tenant filed an Application for Dispute Resolution seeking to set aside the Notice to End Tenancy. Pursuant to section 46(5) of the *Act*, I therefore find that the Tenant has accepted that the tenancy ended five days after he received the Notice to End Tenancy. I therefore find that the Landlord is entitled to an Order of Possession.

Conclusion

I find that the Landlord is entitled to an Order of Possession effective two days after service on the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$800.00, which is comprised on \$750.00 in unpaid rent and \$50.00 in compensation for the filing



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fee paid by the Landlord for this Application for Dispute Resolution. The Landlord is hereby authorized to retain the Tenant's security deposit, in the amount of \$375.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$425.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 05, 2009.
