



# 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 October 25, 2009 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 October 25, 2009 the Landlord personally served the male Tenant with the Notice of Direct Request Proceeding at the rental unit address.

The Landlord received the Direct Request Proceeding package on October 22, 2009 and initiated service within three days.

Based on the written submissions of the Landlord, I find the Tenants have 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; to keep all or part of the security deposit; and to recover the filing fee from the Tenants 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 Proofs of Service of the Notice of Direct Proceeding for the Tenants

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- A copy of a residential tenancy agreement, which indicates that the tenancy began on July 15, 2009, that the rent of \$450.00 is due on the first day of each month, and that the Tenants paid a security deposit of \$225.00 on July 11, 2009.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was signed by the Landlord on October 13, 2009, which states that the Tenants must vacate the rental unit by October 26, 2009 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 indicates that the Tenants owe rent, in the amount of \$450.00, that was due on October 01, 2009.
- A copy of a signed Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent, in which the Landlord stated that she posted the Notice on the door of the rental unit at 2:30 p.m. on October 13, 2009. A neighbour signed the Proof of Service to indicate that she witnessed the service of the Ten Day Notice to End Tenancy.

On the Application for Dispute Resolution, the Landlord indicates that the Landlord posted the 10 Day Notice to End Tenancy on October 13, 2009.

## Analysis

Based on the evidence provided by the Landlord, and in the absence of evidence to the contrary, I find that the Tenants entered into a tenancy agreement that required them to pay \$450.00 rent on the first day of each month.

Based on the evidence provided by the Landlord, and in the absence of evidence to the contrary, I find that a 10 Day Notice to End Tenancy was posted on the door of the rental unit on October 13, 2009. I have no evidence to show that the Tenants 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 Tenants accepted that the tenancy ended on October 26, 2009.

Based on the evidence provided by the Landlord, and in the absence of evidence to the contrary, I find that the Tenants had not paid the outstanding rent from October of 2009, at the time the Landlord filed this Application for Dispute Resolution. I have no evidence to show that the Tenants paid the outstanding rent since the Landlord filed the Application for Dispute Resolution, and therefore I find that the Tenants owe rent in the amount of \$450.00.



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## 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 \$500.00, which is comprised on \$450.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord is hereby authorized to retain the Tenant's security deposit plus interest, in the amount of \$225.00, in partial satisfaction of the monetary claim, pursuant to section 72(2) of the *Act*.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$275.00. 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: November 05, 2009.

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Dispute Resolution Officer