

DECISION

Dispute Codes - OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord. The tenant did not attend.

At the outset of the hearing the landlord clarified that three of the tenants had left and the only remaining tenant is the one that he served the Notice of Hearing documents to via registered mail. As the tenant remaining is the primary tenant the landlord's application was amended to only include the remaining tenant. I am satisfied the tenant was served notice of this hearing in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

The landlord also clarified that he had not received a security deposit from the tenants and as such the application was amended to exclude the matter of retention of the security deposit.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on June 10, 2009 for a 2 year fixed term tenancy beginning on July 1, 2009 for the monthly rent of \$1,500.00 due on the 1st of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 4, 2010 with an effective vacancy date of March 14, 2010 due to \$1,500.00 unpaid rent.

Documentary and testimonial evidence filed by the landlord indicates that the tenants failed to pay the full rent owed for the month March 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent by posting the notice on the rental unit door on March 4, 2010.

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

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on March 7, 2010 and the effective date of the notice is amended to March 17, 2010, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenants**. This order must be served on the tenants and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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: May 05, 2010.

Dispute Resolution Officer