

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This matter was conducted 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 and a Monetary Order due to unpaid rent, to keep the tenants security deposit and recover the filing fee.

The landlords submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 13, 2010 the landlords served the tenants with the Notice of Direct Request Proceeding in person.

Based on the written submissions of the landlords, I find that 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 Landlords are 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, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the tenants and the previous landlords on March 10, 2010 for a month to month tenancy

beginning March 15, 2010 for the monthly rent of \$600.00 due on the 1st of the month and a security deposit of \$300.00 was paid on March 15, 2010.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 05, 2010 with an effective vacancy date of May 05, 2010 due to \$ 300.00 in unpaid rent.
- Copy of the purchase documents for the property which show the landlords purchased the property on April 13, 2010.

Documentary evidence filed by the landlords indicates that the tenants have failed to pay all the rent owed for the month of May, 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent when it was posted on the door of the tenant's rental unit on May 05, 2010 at 12.30 p.m.

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 landlords. The notice is deemed to have been received by the tenants on May 08, 2010 and the effective date of the notice is amended to May 18, 2010 pursuant to section 53 of the *Act*. I accept the evidence before me that the tenants have 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 landlords are 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 landlords are entitled to monetary compensation pursuant section 67 in the amount of **\$350.00** comprised of \$300.00 rent owed and the \$50.00 fee paid by the landlords for this application. I order that the landlords may retain the deposit held of \$300.00 in partial satisfaction of the claim and grant an order for the balance due of **\$50.00**. 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 19, 2010.

Dispute Resolution Officer