



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and to recover the filing fee.

The Landlord's Agent and male Tenant appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The Agent advised at the outset of the hearing that the Tenants indicated to her they would be vacating the rental unit on June 30, 2011. However the Landlord's Agent still requested an Order of Possession, to which the Tenant agreed.

### Issue(s) to be Decided

Have the Tenants breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

This month to month tenancy began on December 1, 2010, monthly rent is \$550.00, and a security deposit of \$300.00 was paid by the Tenants at the beginning of the tenancy.

The Landlord's Agent gave affirmed testimony and supplied evidence that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on May 27, 2011, via personal delivery to the male Tenant. The Tenant stated that he had also given a copy to the female Tenant. The Notice listed a vacancy date of May 27, 2011.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the Tenants had five days to dispute the Notice.

The Tenant agreed with the Landlord that the current amount of unpaid rent was \$1,100.00, total, for May and June, 2011.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants have not paid the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenants. This order is a **final, legally binding order**, and may be filed in the Supreme Court should enforcement become necessary.

I find that the Landlord has established a total monetary claim of **\$1,150.00** comprised of outstanding rent of **\$1,100.00** and the **\$50.00** fee paid by the Landlord for this application.

At the Landlord's request, I allow the Landlord to retain the deposit of **\$300.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$850.00**.

This order is a **final, legally binding order**, and may be filed in the Provincial Court (Small Claims) should enforcement become necessary.

#### Conclusion

The Landlord is granted an Order of Possession and is granted a monetary order for **\$850.00**.

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 29, 2011.

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Residential Tenancy Branch