



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, OPR

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.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on November 09, 2010 the landlord served the tenants with the Notice of Direct Request Proceeding by hand.

Based on the written submissions of the landlord, I find that the tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Request Proceeding for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on October 05, 2010 for a tenancy beginning July 01, 2010 for the monthly rent of \$1,200.00 due on the 1st and the 3rd Friday of each month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on, November 03, 2010 with an effective vacancy date of November 13, 2010 due to \$2,110.00 in unpaid rent.



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- A letter detailing the unpaid rent which also shows the unpaid security deposit of \$600.00 which the landlord has included in the total for unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the full rent owed for the months of July, August, September, October and November, 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent by hand on November 03, 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 November 03, 2010. I accept the evidence before me that the tenants have failed to pay the rent owed of \$1,510.00 within the 5 days granted under section 46 (4) of the *Act* not \$2,110.00 claimed as \$600.00 of this was the security deposit owed and not rent and cannot be dealt with under the direct request proceeding.

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 pursuant to section 55 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.



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I find that the landlord is entitled to monetary compensation pursuant to section 67 in the amount of **\$1,510.00** comprised for rent owed. 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: November 23, 2010.

Dispute Resolution Officer