



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Beaucoop Investment Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, and for recovery of the filing fee paid for this application.

The landlord attended; the tenants did not attend the telephone conference call hearing.

The landlord gave evidence that he served tenant JJ with the Application for Dispute Resolution and Notice of Hearing by registered mail on July 18, 2014. The landlord supplied a receipt showing the tracking number of the registered mail.

Based upon the submissions of the landlord, I find that tenant JJ only was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence. As there was no proof of service upon tenant RJ, I have excluded her from further consideration in this matter.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The landlord submitted that the tenants vacated the rental unit at the end of August 2014, without proper notice, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on June 1, 2014, monthly rent is \$650, and a security deposit of \$325 was paid by the tenants at the beginning of the tenancy.

The landlord gave evidence that on July 2, 2014, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenants' door, listing unpaid rent of \$650 as of July 1, 2014. The effective vacancy date listed on the Notice was July 12, 2014.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenants were deemed to have received the Notice on July 5, 2014, and the effective move out date is automatically changed to July 15, 2014, pursuant to section 53 of the Act.

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenants did make a payment of \$650 on July 7, 2014, but that they failed to pay rent for August and half of the rent for June, or \$325. As of the date of the hearing, the tenants owed \$975 in unpaid rent. The landlord requested that his application be amended to include a request for unpaid rent for August and I have accepted his request.

I have no evidence before me that the tenants applied to dispute the Notice, but that they did pay the rent listed on the Notice.

Analysis

Based upon the landlord's undisputed evidence, I find the landlord has proven that the tenant owed and failed to pay all rent due under the written tenancy agreement, provided by the landlord, for June 2014, in the amount of \$325, and for August 2014, in the amount of \$650, as they over held in the rental unit until the end of August.

I therefore find that the landlord is entitled to a monetary award of \$1025, comprised of unpaid rent of \$325 for June 2014, unpaid rent of \$650 for August 2014, and the \$50 filing fee paid by the landlord for this application.

Conclusion

The landlord has been granted a monetary award in the amount of \$1025.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$1025, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: September 16, 2014

Residential Tenancy Branch

