



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BEAUCOOP INVESTMENTS CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Preliminary matter

At the start of the hearing the Arbitrator explained to the Landlord that his Direct Request application dated August 3, 2016 with respect to this tenancy was not accepted as he made this online application on July 31, 2016. The Arbitrator said that only one application is allowed per Notice to End Tenancy. The Landlord said he understood.

Further the Landlord's application did not include the Landlord's request to retain the Tenant's security deposit as partial payment of the unpaid rent. The Landlord requested this change to the application. The Arbitrator allowed the Landlord's request and amended the application to include the security deposit.

In addition the Landlord said the Tenant moved out at the end of August, 2016 so he is withdrawing his request for an Order of Possession.

Introduction

This matter dealt with an application by the Landlord for a monetary Order for unpaid rent and to retain the Tenant's security deposit as partial payment of the unpaid rent.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on August 5, 2016. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent?

Is the landlord entitled to retain the tenant's security deposit?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on December 2, 2015, indicating a monthly rent of \$500.00 due on the 1st day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on July 14, 2016 with a stated effective vacancy date of July 24, 2016, for \$500.00 in unpaid rent. The Landlord is seeking unpaid rent for June, 2016 in the amount of \$500.00, July, 2016 in the amount of \$500.00 and August, 2016, in the amount of \$500.00 for a total of \$1,500.00 in unpaid rent.
- The Landlord also requested to retain the Tenant's security deposit of \$250.00 as partial payment of the unpaid rent.

Documentary evidence filed by the landlord indicates that the tenant has failed to pay rent owed and was served the 10 Day Notice to End Tenancy for Unpaid Rent by personal delivery on July 14, 2016. The Proof of Service of the 10 Day Notice to End Tenancy is supported by a witness signature. The Act deems the tenant was served on July 14, 2016.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord.

The notice is deemed to have been received by the tenant on July 14, 2016.

I accept the evidence before me that the tenant has 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 landlord is entitled to a monetary Order for unpaid rent.

I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit as partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,500.00
	Subtotal:	\$1,500.00
Less:	Security Deposit	\$ 250.00
	Subtotal:	\$ 250.00
	Balance Owing	\$ 1,250.00

Conclusion

I find that the landlord is entitled to monetary compensation pursuant section 67 in the amount of **\$1,250.00** rent owed and I grant an Order in that amount. This Order must be served on the tenant 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: September 21, 2016

Residential Tenancy Branch