

DECISION

Dispute Codes: MNR, MNSD, MNDC, FF

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and damages and an order to retain the security deposit in partial satisfaction of the claim.

At the outset of the hearing, the landlord said that he had not served the tenant with the documents regarding his claim for damages. The landlord added that based on advice given by a staff member of the Residential Tenancy Branch, he was of the understanding that he could present his evidence at the hearing without serving the tenant with such evidence. The landlord agreed to withdraw his application for a monetary order for damages and an order to retain the security deposit in partial satisfaction of his claim. He also requested for an opportunity to reapply so he could serve the tenant with the documents. I therefore dismiss the landlord's application for a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim with leave to re-apply.

The tenancy began on November 25, 2008. At the start of the tenancy, the landlord collected a security deposit in the amount of \$1825.00. A monthly rent in the amount of \$1650.00 was payable in advance on the first day of each month. Towards the end of January, 2009, the police notified the landlord that the tenant had subleased the unit for the purpose of prostitution. On January 30, 2009, the landlord and the tenant had a meeting during which they mutually agreed to end the tenancy immediately. On the same day, the tenant moved out of the unit.

The landlord is claiming \$249.07 as outstanding utility charges. The tenant did not dispute the claim and agreed to pay the landlord this amount by June 26, 2009. I therefore allow a claim of \$249.07 as outstanding utility charges.

The landlord is also claiming for February rent in the amount of \$1650.00. The landlord and the tenant had a verbal agreement whereas they would mutually end the tenancy on January 30. Based on the above, I find that there was a mutual agreement to end tenancy on January 30 and that the landlord is therefore not entitled to recovery of the February rent. Accordingly, I dismiss the landlord's claim for \$1650.00.

As for the monetary order, I find that the landlord has established a claim for \$249.07 in outstanding utility charges. The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$349.07. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 19, 2009.