



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MNSD, FF, (OPB) O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession, a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and was given to the tenant in person by the landlord on October 25, 2010.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to keep the tenants security deposit?
- Is the landlord entitled to an Order of Possession because the tenant breached an agreement with the landlord?



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## Background and Evidence

The undisputed evidence of the landlord states this tenancy started on March 15, 2010. Rent for this unit is \$550.00 per month and is due on the first of each month. The tenant paid a security deposit of \$275.00 on March 15, 2010.

The landlord testifies that the tenant did not pay the rent for March, 2010 of \$275.00. She states that this tenancy was supposed to be for one person residing at the rental unit and the landlord testifies that the tenant has allowed her daughter and her boyfriend to move into the unit with her.

The landlord testifies that the tenant signed a Mutual Agreement to End Tenancy. This was signed on September 01, 2010 with an effective date of October 31, 2010. The landlord states the tenant did not move out of the unit as agreed and has not paid rent for November, 2010 for the use and occupancy of the unit. The landlord has provided this mutual agreement to end tenancy in evidence.

The landlord seeks an Order of Possession to take effect as soon as possible as the tenant has breached the mutual; agreement. The landlord also seeks to recover unpaid rent for March 2010 of \$275.00 and rent for November, 2010 of \$550.00.

The landlord requests an Order allowing her to keep the tenants security deposit and to recover her filing fee paid for this proceeding.

## Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the



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tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

I find the tenant did sign the Mutual Agreement to End the Tenancy and therefore agreed to vacate the rental unit on October 31, 2010. The tenant failed to move out and breached the agreement she made with the landlord. I find the tenant is now overholding at the rental unit and consequently the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*.

Section 26 of the *Act* says a tenant must pay rent on the day it is due. The tenant did not appear at the hearing to dispute the landlords' claims that she owes rent for March, 2010 and has overheld at the rental unit for November, 2010 without paying rent for the use and occupancy of the unit. It is therefore my decision that the landlord is entitled to a monetary award to recover the sum of \$825.00 in unpaid rent from the tenant pursuant to section 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of \$275.00 in partial satisfaction of rent owed and find the landlord is entitled to a monetary award for the remaining amount of **\$550.00** pursuant to section 38(4)(b) of the *Act*.

As the landlord has been successful with her claim I find she is also entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the sum of **\$600.00**.

## Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$600.00**. The order must be



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served on the respondent and is enforceable through the Provincial Court as an order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service on the tenant**. This order must be served on the Respondent and may be filed in the Supreme Court 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 19, 2010.

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Dispute Resolution Officer