



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

OPB, MNR, MNSD, MNDC, FF, O

Introduction

This hearing was scheduled to hear the landlord's application for an Order of Possession for breach of an agreement and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit; and, recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

The tenant questioned the documents I had received from the landlord for this proceeding. I reviewed the documents I had received for the tenants benefit. The tenant confirmed receiving all of the same documents I have before me.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for breach of an agreement?
Is the landlord entitled to a Monetary Order for unpaid rent and loss of rent?
Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced January 23, 2011 and the tenant paid pro-rated rent of \$179.28 for the month of January 2011. The tenancy agreement provides that the tenant is to pay rent of \$695.00 and parking of \$15.00 on the 1st day of every month. In mid February 2011 the tenant signed a back dated Notice to Vacate with a stated effective date of February 28, 2011. The parties were in dispute as to the circumstances surrounding the signing of the Notice to Vacate. The tenant has not paid rent for the months of February, March or April 2011 and has not yet vacated the rental unit.

The landlord claims to have served the landlord with a 10 Day Notice to End Tenancy for Unpaid Rent on February 2, 2011 but the tenant denied receiving such a Notice. A 10 Day Notice was not provided as evidence prior to this hearing and an Order of Possession for unpaid rent was not indicated on the landlord's application. Accordingly, I did not consider issuing an Order of Possession for unpaid rent.

During the hearing the parties reached a mutual agreement which I record as follows:

1. The tenancy shall continue until 1:00 p.m. on April 15, 2011 at which time the tenant will return vacant possession of the rental unit to the landlord.
2. The tenant will compensate the landlord rent for the months of February, March and April 2011 as claimed by the landlord.

Analysis

I accept the mutual agreement reached between the parties and Order that the terms are binding upon both parties.

In recognition of the mutual agreement I provide the landlord with an Order of Possession effective at 1:00 p.m. on April 15, 2011. The Order of Possession must be served upon the tenant and may be enforced in The Supreme Court of British Columbia.

In recognition of the mutual agreement I provide the landlord with a Monetary Order to serve upon the tenant in the amount of \$2,100.00. If this amount remains outstanding at the end of the tenancy the landlord may retain the security deposit in partial satisfaction and enforce the unpaid balance in Provincial Court as appropriate.

Conclusion

The tenancy shall end April 15, 2011 by mutual agreement.

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: April 06, 2011.

Residential Tenancy Branch