



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MND, MNSD, MNDC, O

Introduction

This hearing dealt with an application by the landlord for an order of possession for breach of the tenancy agreement, a monetary order for damage, to keep all or part of the security deposit, money owed or compensation for damage or loss and other. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began December 21, 2010 with monthly rent of \$1750.00 and the tenants paid a security deposit of \$875.00.

The landlord testified that on May 18, 2011 after it was determined that the tenants may have marijuana in the residence and an inspection was conducted by the local RCMP, the landlord and tenants met and signed a Mutual Agreement to End Tenancy. The tenancy was to end on June 1, 2011 however the tenants did not vacate the rental unit until June 21, 2011.

The landlord in this application had been seeking an order of possession for cause and breach of the tenancy agreement however as the tenants have vacated the rental property the landlord no longer requires an order of possession and this portion of the landlord's application is hereby dismissed.

The landlord discussed that as he was not ready to move forward with his monetary claim at this time and that he is withdrawing this portion of his application and may reapply at a later date when he had his evidence available.

Analysis

Based on the documentary evidence and testimony I find that while the landlord would have been entitled to an order of possession for cause and breach of the tenancy agreement one is not required as the tenants have vacated the rental property, therefore this portion of the landlord's application is hereby dismissed.

As the landlord has withdrawn the monetary portion of this application this matter is dismissed with leave to reapply.

The landlord's application is dismissed in its entirety.

Conclusion

The landlord's application is dismissed in its entirety.

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: June 27, 2011.

Residential Tenancy Branch