



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for an order of possession for breach of an agreement, for a monetary order for unpaid rent, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

One of the Landlords and an Agent for the Landlords appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The Agent for the Landlord was helping the Landlords with the hearing due to the limited facility they have with English.

The Agent testified and the Landlord confirmed that the Landlord had served the Tenants with the Application for Dispute Resolution and Notice of Hearing in person on October 5, 2011. However, the Tenants did not appear at the hearing. Based on the testimony, I find the Tenants were served in accordance with the Act.

### Issue(s) to be Decided

Have the Tenants breached the Act or an agreement with the Landlords, entitling the Landlords to an order of possession and monetary relief?

### Background and Evidence

In evidence the Landlords submitted a standard form Mutual Agreement to End Tenancy, which was signed by one the Landlords and one of the Tenants. The Mutual Agreement indicates the parties agreed that the tenancy would end the Tenants would vacate the rental unit on September 30, 2011.

The testimony of the Landlord and the Agent was that the Tenants have not vacated the rental unit and did not pay all of the rent for October of 2011. A balance of \$83.50 remains due.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants have breached the Mutual Agreement to End Tenancy. The Mutual Agreement ended the tenancy for both Tenants on September 30, 2011.

Under section 55 of the Act, the Landlords are entitled to ask for an order of possession in these circumstances, as both parties agreed in writing that the tenancy has ended.

Therefore, I find that the Landlords are entitled to an order of possession effective **two days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlords have established a total monetary claim of **\$133.50**, comprised of \$83.50 owed in rent for October and the \$50.00 fee paid for this application.

I order that the Landlords may retain \$133.50 from the deposit of \$625.00 in full satisfaction of this claim.

The Landlords must deal with the balance of the security deposit in accordance with the Act.

### Conclusion

The Tenants failed to comply with a written Mutual Agreement to End Tenancy. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Mutual Agreement to End Tenancy, September 30, 2011.

The Tenants failed to pay all rent due for October.

The Landlords are granted an order of possession and may keep \$133.50 from the security deposit. The Landlords have leave to apply for further monetary orders against the Tenants, including but not limited to, any November rents due.

This decision is final and binding on the parties, except as otherwise provided for under the Act and 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 01, 2011.

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Residential Tenancy Branch