



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, a monetary order for unpaid rent, to recover future rents payable under the fix term agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The parties agree that the tenant is no longer in the rental unit. Therefore, an order of possession is not required

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and make submissions to me.

Issue(s) to be Decided

Are the landlords entitled to an order of unpaid rent?

Are the landlords entitled to compensation for future rent?

Are the landlords entitled to keep all or part of the security deposit?

Are the landlords entitled to recover the filing fee?

Background and Evidence

The tenancy commenced on March 27, 2011, the agreement was a one year fixed term. Rent was payable in the amount of \$1,500.00 per month and a security deposit of \$750.00 was paid.

On October 3, 2011, the tenant was served with a 10 Day Notice to End Tenancy for unpaid rent, with an effective date of October 13, 2011.

On October 20, 2011, the parties entered in to a mutual agreement to end tenancy with an effective date of October 31, 2011. The tenant vacated the rental unit on October 31, 2011.

The landlords' agent testified that he is seeking a monetary order for unpaid rent, and wants compensation for future rents that would have been paid under the fix term agreement.

The tenant testified that he agrees he owes \$3,000.00 in unpaid rent and agrees that the landlords can keep the security deposit to offset that amount.

The tenant testified that he does not owe any additional money for rent as they entered in to a mutual agreement to end tenancy on October 20, 2011.

Analysis

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

If find that the landlords have established a monetary claim for unpaid rent in the amount of \$3,000.00.

If find that the landlords have not established a monetary claim for future rents payable. The parties entered into a mutual agreement to end tenancy on October 31, 2011, cancelling the fix term agreement. If the landlord elects to end the tenancy and sue the tenant for loss of rent over the balance of the term of the tenancy, the tenant must be put on notice that the landlord intends to make such a claim.

If find that the landlords were partially successful in their claim and therefore. I grant them half of their filing fee in the amount of \$50.00.

I Order that the landlords retain the security deposit and interest of **\$750.00** in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of **\$2,300.00**, which included unpaid rent and the filing fee.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlords are granted a monetary order for rent due, and may keep the security deposit and interest.

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 10, 2011.

Residential Tenancy Branch