



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR, OPB, MNR, MNSD, MNDC, FF
Tenant: MT, CNC, CNR, MNDC, RPP

Introduction

This hearing dealt with the cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel notices to end tenancy and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and one of the tenants.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and breach of an agreement; to a monetary order for unpaid rent and utilities; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 44, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to cancel a notice to end tenancy for cause and for unpaid rent and to a monetary order for all or part of the security deposit, pursuant to Sections 38, 46, 47, 67, and 72 of the *Act*.

Background and Evidence

The tenant testified at the outset of the hearing that they already had moved out most of their belongings and intended to be out of the rental unit by June 30, 2012. The landlord seeks an order of possession to ensure the tenants are compliant with ending the tenancy. The tenant had no objection to issuing an order of possession to the landlord.

The tenant testified that he had not paid rent for the month of June 2012 because he needed the funds to use for a security deposit for his new accommodation. The landlord seeks rent to be paid for June 2012. The landlord confirmed that on May 28,

2012 he issued the tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property.

The landlord testified the tenant owes for \$495.83 for hydro to which the tenant did not dispute the amount and agreed the landlord is entitled to this money. The tenant clarified he was seeking return of the security deposit but that if the deposit can be used to set off the amount owed to the landlord he would accept that.

Analysis

As the tenant is vacating the rental unit and the parties have both provided a copy of a mutual agreement to end tenancy signed by both parties and in accordance with Section 55 (2)(d) I find the landlord is entitled to an order of possession.

Section 26 of the *Act* requires a tenant to pay rent when it is due regardless of any disputes with the landlord, as such I find the tenants owe rent to the landlord for the month of June 2012.

However, as the landlord issued the tenants a 2 Month Notice to End Tenancy for Landlords use under Section 49, Section 51 of the *Act* requires the landlord to compensate the tenants with the equivalent of 1 month's rent as compensation.

As I find the rent owed to the landlord is equivalent to the amount the landlord owes the tenant in compensation, I dismiss this portion of the landlord's claim.

As the tenant agrees the landlord is entitled to utilities in the amount of \$495.83, I find the landlord has established entitlement to this portion of his claim.

Conclusion

I find the landlord is entitled to an order of possession effective **June 30, 2012 after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$545.83** comprised of \$495.83 utilities owed and the \$50.00 fee paid by the landlord for his application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$550.00 in satisfaction of this claim. I note this leaves a balance of \$4.17 in the security deposit that must be dispersed in accordance with the landlord's obligations under the *Act* at the end of the tenancy.

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 29, 2012.

Residential Tenancy Branch