



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on June 1, 2012, which was witnessed, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me

Preliminary Issue

In the case, the respondent (YQ) is not on the tenancy agreement, however the evidence of the landlord was that she was the wife of the tenant and was a tenant by verbal agreement. Further, the respondent (YQ) signed the mutual agreement to end tenancy. Therefore, I find the respondent (YQ) is a tenant under the tenancy agreement.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties entered into a six month fixed term tenancy which began on March 1, 2012. Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit of \$500.00 was paid by the tenants. Filed in evidence is a copy of the tenancy agreement.

On May 28, 2012, the parties entered into a mutual agreement to end a tenancy and the tenancy was to end on June 10, 2012. The tenants have not vacated the rental unit as required by the written agreement. Filed in evidence is a copy of the mutual agreement to end a tenancy.

The landlord testified the tenants have not paid rent for April, 2012, May 2012, and June 2012 and seeks compensation for unpaid rent in the amount of \$3,000.00.

Analysis

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

The tenants entered into mutual agreement to end tenancy on June 10, 2012. The tenants failed to vacate the rental unit on the date tenancy ended.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The tenants have not paid rent in accordance with the tenancy agreement. I find that the landlord has established a total monetary claim of \$3,050.00 comprised of unpaid rent for April 2012, May 2012, June 2012 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,550.00.

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

Conclusion

The tenants failed to vacate the rental unit on the date agreed in a mutual agreement to end tenancy and failed to pay rent.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 18, 2012.

Residential Tenancy Branch