



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, O, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on February 16, 2013 in accordance with Section 89 and that this service was witnessed by a third party. The landlord testified the tenant through the documentations down on the street after she was served and the landlord retrieved the documents and served them by registered mail.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents, when she served the tenant in person, pursuant to the *Act*.

The landlord also testified the tenant vacated the rental unit on February 18, 2013 and as such she is no longer in need of an order of possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began on September 1, 2012 as a month to month tenancy for a monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00 paid.

The landlord testified that the tenant started not paying the full amount of rent and was paying it installments but failed to pay rent, prior to February 2013 in the amount of \$1,600.00. The landlord testified the tenant also failed to pay any rent for the month of February 2013.

The landlord provided a copy of a Mutual Agreement to End a Tenancy signed by the parties on January 27, 2013 stipulating that the tenant would vacate the rental unit as of 12:00 p.m. on February 15, 2013. As noted above the tenant did not vacate the unit until February 18, 2013.

Analysis

I accept the landlord's undisputed testimony that the tenant had failed to pay rent in the amount of \$1,600.00 prior to February 1, 2013 and that she also failed to pay any rent for the month of February 2013. I also accept the landlord's undisputed testimony that the tenant failed to vacate the rental unit on the date specified in the mutual agreement.

As such, I find the tenant owes the landlord the outstanding arrears of \$1,600.00 plus rent for the full month of February 2013, in the amount of \$850.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,500.00** comprised of \$2,450.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,075.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: March 07, 2013

Residential Tenancy Branch

