



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, OPR, MNR, MNSD, MNDC

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a monetary claim for unpaid rent and utilities.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 25, 2013. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is there unpaid rent and utilities and if so how much?
3. Is the Landlord entitled to unpaid rent and utilities and if so how much?

Background and Evidence

This tenancy started on October 5, 2012 as a month to month tenancy. Rent is \$500.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$200.00 on October 5, 2012.

The Landlord’s Agent said the Landlord and the Tenants both signed a Mutual Agreement to End the Tenancy dated March 20, 2013. The Landlord’s Agent submitted a copy of the Mutual Agreement to End Tenancy in their evidence package and she said the parties agreed to end the tenancy on April 30, 2013. The Landlord’s Agent said the Landlord is concerned that the Tenants will not move out as they agreed to do as the relationship between the parties is strained. The Landlord’s Agent said they are requesting an Order of Possession to support the Mutual Agreement to End the Tenancy for April 30, 2013.

As well the Landlord Agent said the Tenant has unpaid utilities of \$658.00 which the Landlord formally demanded on January 26, 2013. The Landlord's Agent submitted a copy of the demand letter and a copy of the utility bill as evidence that the Tenant has not paid these amounts to the Landlord.

Further the Landlord's Agent requested to add the April, 2013 rent of \$500.00 as it is not paid as well.

Analysis

Section 44(1)(c) of the Act says a tenancy ends if the landlord and the tenant agree in writing to end the tenancy;

The Landlord and the Landlord's Agent provided written evidence and affirmed testimony that the Landlord and the Tenants have completed and signed a Mutual Agreement to End the Tenancy dated March 20, 2013 and the agreement has an effective vacancy dated of April 30, 2013. Consequently I find the Landlord has established grounds to be awarded an Order of Possession with an effective vacancy dated of April 30, 2013.

Further I find the Landlord's Agent has established grounds to prove the Tenants have not paid the utility bill of \$658.00 and the April, 2013 rent of \$500.00; therefore I award a monetary claim to the Landlord in the amount of \$1,158.00 to cover these unpaid amounts owed by the Tenants to the Landlord.

As the Landlord has been successful in this matter, she is also pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$500.00	
	Unpaid utilities :	\$658.00	
	Subtotal:		\$1,158.00
Less:	Security Deposit	\$200.00	
	Subtotal:		\$ 200.00
	Balance Owing		\$ 958.00

Conclusion

An Order of Possession effective April 30, 2013 at 1:00 p.m. and a Monetary Order in the amount of \$958.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: April 25, 2013

Residential Tenancy Branch