



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, MNR, FF, O

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for damage to the unit – Section 67;
4. A Monetary Order for compensation – Section 67;
5. An Order to retain the security deposit - Section 38; and
6. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing on May 28, 2013 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on November 1, 2012. Rent of \$1,100.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$475.00 as a security deposit from the Tenant. The Tenant owes \$3,100.00 for rental arrears for March to June 2013 inclusive. The Tenant gave notice to end the tenancy in April 2013 and then changed her mind. The Parties then signed a mutual agreement to end tenancy for May 1, 2013 and again the Tenant changed her mind so the Parties entered into a second mutual agreement to end the tenancy for June 29, 2013. The Landlord is concerned that the Tenant will not move out of the unit as agreed.

Analysis

Section 55 of the Act provides that a Landlord may request an order of possession where the landlord and tenant have agreed in writing that the tenancy is ended. Based on the Landlord's undisputed evidence, I find that the Parties have agreed to end the tenancy on June 29, 2013 and that the Landlord is entitled to an order of possession. Further based on undisputed evidence, I find that the Landlord has substantiated its claim for **\$3,100.00** for unpaid rent. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,150.00**. Setting the security deposit of **\$475.00** plus zero interest off the entitlement leaves **\$2,675.00** owed by the Tenant to the Landlord.

As the tenancy has not yet ended and as the Landlord provided no evidence in relation to damages to the unit, I dismiss this claim with leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on June 29, 2013.

I order that the Landlord retain the **deposit** and interest of \$475.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$2,675.00**. If necessary, this order may be filed in the Small Claims Court and 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: June 24, 2013

Residential Tenancy Branch

