

Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of possession for unpaid rent, a monetary Order for unpaid rent, to retain the pet and security deposits, compensation for damage or loss under the Act and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Both tenants confirmed receipt of the Notice of hearing package and evidence in early September 2013. The tenants did not make a written submission.

Preliminary Matters

The landlord has made a claim for the cost of cleaning the rental unit; however, the tenancy has yet to end. The landlord agreed that any claim for cleaning was premature and that portion of the claim was withdrawn. The landlord has leave to reapply for cleaning costs.

The landlord submitted a claim for revenue that he alleged the tenant's made as the result of renting out space in the home. Jurisdiction in relation to this portion of the application was declined; if the landlord believed the tenant's were illegally renting a portion of the home his remedy would be a Notice ending tenancy for cause. The Act does not contemplate monetary compensation to a landlord when a tenant has rented out a room; as this is not a loss to the landlord as a result of a breach of the Act.

Page: 2

Mutually Settled Agreement – End of Tenancy

The tenants said that they will vacate the rental unit by 6 p.m. on Sunday October 20, 2013. The tenants agreed that the landlord would be given vacant possession of the home by that time and that the landlord was entitled to an Order of possession.

The landlord agreed with an end of tenancy effective October 20, 2013.

Therefore; pursuant to section 63(2) of the Act and based on the mutual agreement of the parties, I Order that the tenancy end effective 6 p.m. on October 20, 2013 and find that the landlord is entitled to an Order of possession for that date and time.

The landlord has been granted an Order of Possession that is effective 6 p.m. on October 20, 2013. This Order may be served on the tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent?

May the landlord retain the deposits paid by the tenants?

Is the landlord entitled to filing fee costs?

Background and Evidence

This tenancy commenced on May 1, 2013; rent was \$1,050.00 due on the 1st day of each month. A security deposit in the sum of \$525.00 and pet deposit of \$250.00 were paid. A copy of the signed tenancy agreement was supplied as evidence.

The tenants acknowledged receipt of a 10 day Notice to end tenancy for unpaid rent. The tenants agreed that ½ of August 2013 rent was paid and that no rent has been paid in September or October. The tenants told the landlord they would vacate on September 15, 2013, but they did not leave.

The landlord claimed \$650.00 in unpaid August 2013 rent and \$1,050.00 for each September and October.

Analysis

Based on the acknowledgment of the tenants, that rent has not been paid, I find that the landlord is entitled to compensation in the sum of \$525.00 for August and \$1,050.00 for each September and October, 2013 inclusive. The landlord did not supply evidence of rent payments made, such as copies of receipts; therefore I have relied upon the tenants testimony in relation to the amount owed in August and find that the balance claim made for that month, \$125.00, is dismissed.

Page: 3

I find that the landlord's application has merit and that the landlord is entitled to recover the \$50.00 filing fee from the tenants for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security and pet deposits in the sum of \$775.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$1,900.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenancy is ending by agreement; an Order of possession has been issued to the landlord.

The landlord is entitled to a monetary Order for unpaid rent and filing fee costs; less the pet and security deposits.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 18, 2013

Residential Tenancy Branch