



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNR, MNDC, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for unpaid rent or utilities; for an Order of Possession for breach of an agreement; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

One of the landlords attended the hearing and gave affirmed testimony, however, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on September 16, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call during that time was the landlord. The landlord testified that the documents were served on that date and in that manner and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord is considered in this Decision.

Issue(s) to be Decided

- Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent or utilities?
- Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for breach of an agreement?
- Have the landlords established a monetary claim as against the tenant for unpaid rent or utilities?

- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that this month-to-month tenancy began in either June or July, 2013 and the tenant still resides in the rental unit. Rent in the amount of \$750.00 per month is payable in advance on the 1st day of each month. A written tenancy agreement has been signed by the parties, but a copy has not been provided for this hearing.

The landlord further testified that the tenant is constantly late with the rent and the landlords have served the tenant with multiple notices to end the tenancy. The tenant paid the rental arrears on October 20, 2014, being the full amount of October's rent, but is now in arrears for November, 2014 in the amount of \$750.00.

The landlord also testified that the parties entered into a Mutual Agreement to End a Tenancy on September 4, 2014 and a copy has been provided for this hearing. The notice specifies an end of the tenancy at 3:00 p.m. on September 6, 2014. The tenant has not moved out of the rental unit, and the landlord seeks an Order of Possession and a monetary order for rent for November, 2014.

Analysis

The *Residential Tenancy Act* states that a tenancy ends only in certain ways, one of which is by mutual agreement in writing. The landlord has provided a copy of that agreement, and I am satisfied that the parties entered into the agreement, the tenant has not moved out of the rental unit, and the landlord is therefore entitled to an Order of Possession.

I am also satisfied that the landlord has established a monetary claim in the amount of \$750.00 for rent that was due on November 1, 2014.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$50.00 filing fee.

I am not satisfied however that the landlords are entitled to an Order of Possession for unpaid rent or utilities because I have no evidence before me that the tenant was

served with the approved form of notice. Further, I am not satisfied that the landlords have established any other monetary claim.

Conclusion

The landlords' application for an Order of Possession for unpaid rent or utilities is hereby dismissed.

The landlords' application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed.

I hereby grant an Order of Possession in favour of the landlords on 2 days notice to the tenant with respect to the Mutual Agreement to End a Tenancy.

I hereby grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$800.00.

These orders are final and binding and may be enforced.

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: November 03, 2014

Residential Tenancy Branch

