



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent, and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing on January 12, 2015, in person, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession?

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on December 2, 2014, in person, which was witnessed. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent stated that the tenant did not pay the rent, and they agreed to extend the effective date of the notice by signing a mutual agreement to end the tenancy effective January 30, 2015 at 1:00pm. The landlord seeks an order of possession effective January 30, 2015. Filed in evidence is a copy of the notice to end tenancy and a copy of the mutual agreement to end the tenancy signed by the parties.

The landlord's agent stated that the tenant currently owes a total amount of \$2,605.00 in outstanding rent. The agent stated that this amount includes the amount stated on the notice, unpaid rent for January 2015, and less the amount of \$80.00 that the tenant paid on January 19, 2015. The landlord seeks a monetary order in the amount of \$2,605.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

On December 2, 2014, the tenant was given a notice to end tenancy with an effective date of December 12, 2014. The parties by mutually agreement, agreed to end the tenancy on January 30, 2015.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$2,655.00 comprised of unpaid rent and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit and interest of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$2,080.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The parties agreed to mutually end the tenancy effective January 30, 2015. The landlord is granted an order of possession.

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: January 30, 2015

Residential Tenancy Branch

