



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m.

The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord withdrew his application for an Order of Possession, testifying that the tenant had vacated the rental unit. The landlord also withdrew his application to recover the filing fee for this application. The landlord provided evidence that a 10 Day Notice to End Tenancy for Unpaid Rent was personally served to the tenant on February 3, 2015. The landlord gave sworn testimony that he personally served the tenant with the Application for Dispute Resolution hearing package on February 13, 2015. I accept that the tenant was duly served with the 10 Day Notice and the Application for Dispute Resolution hearing package.

Issue to be Decided

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

Background and Evidence

The landlord gave evidence that the rental agreement for the premises began in August 2014. The rental amount for this unit was \$1100.00 payable on the first of each month.

The landlord testified that he continued to hold the \$550.00 security deposit that the tenant paid on July 7, 2014. He testified that the tenant vacated the rental unit on March 6, 2015. He testified that the tenant and landlord prepared and signed an agreement that the tenant would move out; that he would assist the tenant on move-out; that the landlord would retain the security deposit; and that the tenant would pay \$850.00 in outstanding rent.

The landlord originally applied for an Order of Possession for unpaid rent. The landlord testified that the tenant did not pay full rent in January 2015 leaving a balance of \$300.00 owing to the landlord. The landlord testified that the tenant did not pay rent in February 2015, on the first of the month or any date after that. After receiving a 10 Day Notice to End Tenancy, the landlord testified that the tenant did not pay the February rent. After the expiration of that 10 Day period, the landlord applied for a dispute resolution hearing.

The landlord testified that the tenant was a very good tenant but that she found herself in difficult personal circumstances and that she was unable to continue to pay the rent. His sworn, undisputed testimony at this hearing was that the tenant continues to owe \$850.00 towards rental arrears, based on her written agreement allowing the landlord to retain the security deposit.

Analysis

The landlord withdrew his application to recover his filing fee and withdrew his application for an Order of Possession.

I accept the uncontested evidence offered by the landlord that; the tenant moved out and, in doing so, signed an agreement with respect to payment of rent. I accept the landlord's testimony that there remain outstanding rental arrears. I find, based on the landlord's sworn, undisputed testimony that the landlord is entitled to receive an order for unpaid rent the amount of \$850.00. I am issuing the attached monetary order that includes the landlord's application for \$850.00 in unpaid rent for February 2015.

The landlord has testified that he has already reduced the outstanding rental arrears by the amount of the security deposit with the tenant's written consent.

Conclusion

The landlord withdrew his application for an Order of Possession and his request to recover the filing fee for this application. Therefore, those applications are withdrawn.

I issue a monetary Order in favour of the landlords against the tenant in the amount of \$850.00.

The landlord is provided with a formal Order in the above terms. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial 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: March 11, 2015

Residential Tenancy Branch

