



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC, OPR, OPC, MNR, MNDC, MNSD, FF

Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided in relation to the Landlord's application, is whether the Landlord is entitled to an Order of Possession for unpaid rent; to an Order of Possession for Cause; to a monetary Order for unpaid rent; to a monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act); to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 55, 67, and 72 of the Act.

The issues to be decided in relation to the Tenants' application, is whether the Notice to End Tenancy for Cause should be set aside and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution, pursuant to sections 47 and 72 of the Act.

Background and Evidence

The Agent for the Landlord and the Tenant agree that the tenancy agreement requires the Tenant to pay monthly rent of \$2,200.00, and that the Tenant paid a security deposit of \$1,100.00 on October 15, 2007.

The Agent for the Landlord and the Tenant agree that a ten (10) day Notice to End Tenancy for non-payment of rent, which had an effective date of September 26, 2008, was posted on the front door of the rental unit on September 16, 2008. The Notice

indicated that the Notice would be automatically cancelled if the Landlord received \$2,200.00 within five days after the Tenant is assumed to have received the Notice. The Notice also indicated that the Tenant is presumed to have accepted that the tenancy is ending and that the Tenant must move out of the rental by the date set out in the Notice unless the Tenant files an Application for Dispute Resolution within five days.

The Agent of the Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was served on the Tenants on August 21, 2008.

The Agent for the Landlord and the Tenant agree that the Tenant did not pay \$2,200.00 in rent that was due on September 15, 2008.

At the hearing both parties mutually agreed that this tenancy would end on September 30, 2008; that the Landlord would retain the security deposit as compensation for rent from September 15 to September 30 of 2008; and that the Tenant would leave the rental unit in the same condition that it was in at the beginning of the tenancy.

Conclusion

Based on the mutual agreement of both parties, I hereby authorize the Landlord to retain the security deposit, plus interest, that was paid by the Tenant.

On the basis of the mutual agreement between the parties, I find that this tenancy will end at 1:00 p.m. on September 30, 2008, and I grant the Landlord an Order of Possession that is effective on that date. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Date of Decision: September 25, 2008
