



# Dispute Resolution Services

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

## Dispute Codes:

CNC, CNR, OPT, MT, and FF

## Introduction

This hearing was scheduled in response to the Tenants' Application for Dispute Resolution, in which the Tenant has applied to cancel a Notice to End Tenancy for Unpaid Rent, to cancel a Notice to End Tenancy for Cause, for more time to make an application to cancel a notice to end tenancy, for an Order of Possession for the rental unit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

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, and to make submissions to me.

At the beginning of the hearing the Tenants stated that they have moved most of their property out of the rental unit and that they intend to vacate the rental unit on October 31, 2008. On this basis, the Tenants withdrew their application to cancel a Notice to End Tenancy for Unpaid Rent, to cancel a Notice to End Tenancy for Cause, for more time to make an application to cancel a notice to end tenancy, and for an Order of Possession for the rental unit.

After considerable discussion it was determined that the Agent for \_\_\_\_\_ Bankruptcy was not involved in any of the issues specified in the Tenants' Application for Dispute Resolution, and she disconnected from the teleconference hearing.

## Decision

The Landlord and the Tenant agreed that the Tenants entered into a new tenancy with the current Landlord on June 03, 2008, after the Landlord purchased the property from the former landlord. The parties agree that they paid the current Landlord a security deposit of \$550.00 on June 03, 2008, and that they have not paid rent for October of 2008. The Tenants stated that they paid a security deposit of \$550.00 to the former landlord on January 01, 2008, which the current Landlord stated was not transferred to him.

During the hearing the Landlord and the Tenants indicated they wished to reach a settlement to any disputes related to their tenancy. The Tenants and the Landlord

agreed that the Landlord would retain the security deposit the Tenants paid on June 03, 2008, in lieu of a rent payment for October of 2008.

The Tenants and the Landlord agree that this settlement will resolve all issues relating to their tenancy, with the exception of any damages to the rental unit that have not been properly remedied at the end of the tenancy. The Landlord retains the right to file an Application for Dispute Resolution if the Tenants do not leave the rental unit reasonably clean and undamaged at the end of the tenancy. The Tenants retain the right to file an Application for Dispute Resolution to recover their security deposit from their former landlord.

As the Landlord and the Tenants agreed to settle this dispute, I dismiss the Tenants' application for compensation for the cost of filing this Application for Dispute Resolution.

Date of Decision: October 28, 2008