



Dispute Resolution Services

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

Decision

Dispute Codes: OPR, CNR, MNR, MNSD, MNDC, RR, LRE, LAT, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for an order of possession, a monetary order for unpaid rent / compensation for damage or loss under the Act, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; 2) from the tenant for cancellation of the notice to end tenancy, a monetary order for compensation for damage or loss under the Act, an order permitting a reduction in rent for repairs, services or facilities agreed upon but not provided, suspension or setting of conditions on the landlord's right to enter the rental unit, authorization to change the locks on the rental unit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether either party is entitled to any of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from February 7, 2009 to December 21, 2009. Rent in the amount of \$1,600.00 was payable on the first day of the month, and a security deposit of \$750.00 was collected on February 1, 2009.

Arising from rent which remained unpaid for June and July 2009, the landlord served a 10 day notice to end tenancy for unpaid rent by posting on the tenant's door on July 4, 2009. Subsequently, the tenant did not pay the outstanding rent and vacated the unit on August 16, 2009.

During the hearing the parties respectfully exchanged views on circumstances surrounding the various aspects of the dispute, and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will retain the tenant's full security deposit in the amount of \$750.00;
- that, further to the above, the tenant will make payment to the landlord in the total amount of \$2,400.00;
- that the above payment will be undertaken by way of 3 certified cheques in the amounts and on the dates as follows:
 - o \$800.00 - certified cheque dated September 3, 2009
 - o \$800.00 - certified cheque dated September 25, 2009
 - o \$800.00 - certified cheque dated October 5, 2009
- that the certified cheques, as above, will be mailed by the tenant to the landlord at the address provided during the hearing, which is the same address shown for the landlord on the landlord's application for dispute resolution;
- that that above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

As both parties benefited from their applications, I hereby dismiss their respective applications for recovery of the filing fee.

Conclusion

Pursuant to all of the above, I hereby order the landlord to retain the tenant's full security deposit in the amount of **\$750.00**.

According to the above agreement and pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$2,400.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 20, 2009

Dispute Resolution Officer