



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession and a Monetary Order for unpaid rent, damage or loss under the Act, regulations or tenancy agreement and authorization to retain the security deposit. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the other party's submissions.

At the commencement of the hearing I heard the tenant has vacated the rental unit; therefore, an Order of Possession is not required and I do not provide one with this decision.

Issues(s) to be Decided

1. Is the landlord entitled to monetary compensation from the tenant?
2. Retention of the security deposit.
3. Mutual agreement between the parties.

Background and Evidence

Based on undisputed testimony of the parties, I make the following findings. The tenancy commenced August 15, 2009 under a verbal tenancy agreement. The tenant was required to pay rent of \$900.00 on the 1st day of every month. The tenant paid a \$450.00 security deposit approximately one week before the tenancy commenced. The tenant did not pay rent for November 2009. The landlord served the tenant with a 10

Day Notice to End Tenancy for Unpaid Rent and a 1 Month Notice to End Tenancy for Cause on November 2, 2009. The tenant vacated the rental unit on November 10 or 11, 2009.

In making this application the landlord is seeking to recover unpaid rent for November 2009 in the amount of \$900.00.

The tenant explained that she did not pay rent for November 2009 because the tenant was informed by the landlord and the municipality that the stove must be removed from the rental unit as the rental unit was an illegal suite and that the landlord had agreed to compensate her for moving costs. The tenant also raised issues of the landlord's breach of entering the rental unit without notice or permission.

Upon further discussion of the requirements of the Act for both parties, the parties were able to reach a mutual resolution to this dispute that I record as follows:

1. The landlord and tenant will settle this dispute for the amount of the security deposit currently in the possession of the landlord.
2. Both parties are precluded from making any future claims against the other party with respect to this tenancy.

Analysis

I find the mutual agreement reached between the parties during the hearing to be a fair resolution to the dispute and I make it an Order to binding upon both parties. Therefore, the landlord is hereby authorized to retain the tenant's security deposit and this dispute is considered resolved. Also in recognition of the mutual agreement, the parties are now precluded from making any subsequent claims against the other party under this Act.

Conclusion

The parties resolved this dispute by mutual agreement. The landlord is authorized to retain the tenant's security deposit in full satisfaction of the landlord's claims against the tenant. The tenant is also precluded from making any subsequent claims against the landlord with respect to this tenancy.

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: December 16, 2009.

Dispute Resolution Officer