



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing

Issue(s) to be Decided

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

Is the landlord entitled to retain the deposit paid by the tenant?

Is the landlord entitled to compensation for damages?

Is the landlord entitled to filing fee costs?

Settle Agreement

The parties have made agreement that the tenant currently owes the landlord:

- \$132.00 unpaid April rent;
- \$10.00 April parking; and
- \$50.00 filing fee for this hearing.

The landlord agreed to give the tenant until April 20, 2010, inclusive, to pay the outstanding amount of \$192.00.

The tenant confirmed receipt of the Notice to End Tenancy for Unpaid Rent issued on February 2, 2010, deemed serviced on February 5, 2010. The tenant acknowledged

that the landlord will be provided with a monetary Order in the sum of \$192.00 and an Order of possession dated April 21, 2010.

If the tenant fails to meet with this settled agreement the landlord is at liberty to enforce the Orders issued.

The tenant acknowledged her regret for this situation and indicated that all but a small amount of future rent owed will be automatically deposited by a government agency. The tenant will pay the balance owed each month in the sum of \$45.00. The tenant understands that rent is due by the first day of each month.

I note that rent payments made after the effective date of the Notice were accompanied by receipts issued for use and occupancy only. This was confirmed by the tenant.

A security deposit in the sum of \$367.00 was paid on May 3, 2008 and a pet deposit in the sum of \$200.00 was paid on May 9, 2008. Effective April 20, 2010 the landlord will be holding deposits plus interest in the sum of \$572.59. Therefore, I have determined that if the tenant fails to pay the \$192.00 owed by April 20, 2010 the landlord may retain that amount from the deposit and interest held in trust. The balance of the deposit, \$380.59, will then be retained by the landlord and disbursed as provided by section 38 of the Act.

Conclusion

As the result of this settled agreement I find that the landlord established a monetary claim, in the amount of \$192.00, which is comprised of unpaid rent, parking and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution. Based on these determinations, if the sum of \$192.00 is not paid by April 20, 2010, the landlord may retain \$192.00 from the deposits held in trust. The balance of the deposits plus interest will be disbursed as provided by section 38 of the Act.

I have issued the landlord an Order of possession effective April 21, 2010, that may be served to the tenant if she fails to meet the conditions of the settled agreement that \$192.00 be paid by April 20, 2010.

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: April 08, 2010.

Dispute Resolution Officer