

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on May 1, 2010. The landlord also sought a Monetary Order for the unpaid rent and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

This matter was originally dealt with as a Direct Request Proceeding on May 20, 2010 on written submissions only but was adjourned to the present participatory hearing due to a defect in the declaration of service of the Notice to End Tenancy.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to an Order of Possession and a Monetary Order for the unpaid rent and filing fee, and authorization to retain the security deposit in set off.

## **Background and Evidence**

This tenancy began on September 1, 2009. Rent is \$930 per month and the landlord holds a security deposit of \$465. The landlord also holds a portion of a pet damage deposit, of which \$242.01 remains unpaid at the time of the hearing and is the only amount outstanding.

## **Consent Agreement**

During the hearing, parties arrived at the following consent agreement:

1. The tenant agrees to vacate the rental unit by August 31, 2010 and that the landlord shall have an Order of Possession effective on that date;
2. The tenant promises to pay the rent for August 2010 and the outstanding balance of the pet damage deposit;
3. The tenant agrees that the landlord can retain \$50 from the security deposit to recover the filing fee for this proceeding;

The parties understand that, at the end of the tenancy, the security and pet damage deposits must be dealt with in accordance with section 38 of the *Act*. In brief, that means, unless the tenant agrees otherwise, the landlord must either return the deposits to the tenant or make application for dispute resolution to make a claim within the latter of 15 days of the end of the tenancy or receipt of the tenant's forwarding address.

## **Conclusion**

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on August 31, 2010.

**I authorize and order** that the landlord retain \$50 from the security deposit in recovery of the filing fee for this proceeding.

The parties are commended for having created a mutually acceptable conclusion to this dispute. They remain at liberty to make application for any outstanding monetary claims as may be ascertained at the conclusion of the tenancy.

July 8, 2010