

Decision

Dispute Codes: MNDC, OLC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to comply with the Act, regulation or tenancy agreement / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

As the tenant's filing fee was waived, this aspect of her application is hereby dismissed.

Issues to be decided

- Whether the tenant is entitled to any of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on April 1, 2009. Rent in the amount of \$1,350.00 was payable in advance on the first day of each month. A security deposit of \$675.00 was collected at the outset of tenancy.

Arising from rent which was unpaid when due on June 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 4, 2010. The notice was served by way of posting on the tenant's door. Subsequently, the tenant made no payment towards rent and filed an application for dispute resolution on June 24, 2010. Further, as a result of circumstances that were described in a variety of different ways by the parties, the tenant vacated the unit sometime before the end of June 2010. Former friends or acquaintances or associates of the tenant's continued to reside in the unit following her departure, and entered into their own tenancy agreement with the landlord.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 4, 2010. As the notice was posted on the door, pursuant to section 90 of the Act the notice was deemed served on June 7, 2010. The tenant did not pay the outstanding rent or apply to dispute the notice within 5 days of receiving it. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice which I find is June 17, 2010.

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

- that the tenant withdraws all aspects of her application for dispute resolution;
- that the landlord retains the tenant's full security deposit of \$675.00;
- that the landlord agrees not to file an application for dispute resolution in order to seek a monetary order against the tenant as compensation for unpaid rent and / or cleaning or repairs to damage in the unit;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to the agreement between the parties, the tenant's application is withdrawn.

DATE: August 17, 2010

Dispute Resolution Officer

