

## **Decision**

**Dispute Codes:** OPR, CNR, MNR, OLC, FF

### **Introduction**

This hearing dealt with 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee; ii) by the tenant for cancellation of a notice to end tenancy / and an order instructing the landlord to comply with the Act, regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party 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 June 1, 2010. However, it is understood that the tenant actually resided in the unit prior to June 1, 2010, and that for a portion of that time he shared the unit with another tenant. Rent in the amount of \$320.00 was payable in advance on the first day of each month, and at some point a security deposit was collected in the amount of \$160.00.

Arising from rent which was unpaid when due on July 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 2, 2010. According to the landlord, the tenant did not subsequently make any payment towards rent and vacated the unit on or about July 31, 2010 without providing a forwarding address.

According to the tenant, he did pay rent for July but claims the landlord failed to issue a receipt. He states that he vacated the unit because he felt the landlord was giving him a hard time.

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

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

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 landlord will retain the tenant's full security deposit of \$160.00, and that by doing so, both parties achieve full and final settlement of all aspects of the dispute arising from this tenancy.**

### **Conclusion**

Pursuant to section 63 of the Act and as set out above, during the hearing the parties achieved full and final settlement of their dispute.

DATE: August 26, 2010

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Dispute Resolution Officer