



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, CNR, MNDC, MNR,

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent and for a monetary Order for unpaid rent and money owed or compensation for damage or loss. The Landlord withdrew her application for an Order of Possession, as the rental unit has been vacated.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent. The Tenant withdrew her application for a Notice to End Tenancy, as the rental unit has been vacated.

Both parties were represented at the hearing, although the Tenant did not appear until fourteen minutes after the commencement of the hearing, at which time she was apprised of the issues that had been discussed. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and loss of revenue.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on March 01, 2010; that the Tenant was required to pay monthly rent of \$550.00; that the Tenant paid a security deposit of \$275.00; that the tenancy ended on July 31, 2010; and that the Tenant did not pay rent for July of 2010.

After considerable discussion the Landlord and the Tenant agreed to mutually resolve this dispute under the following terms:

- The Landlord will withdraw the Application for Dispute Resolution

- The Tenant will authorize the Landlord to retain her security deposit in compensation for unpaid rent
- The Landlord will not seek further compensation for anything arising out of this tenancy
- The Tenant will not seek further compensation for anything arising out of this tenancy.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

Conclusion

Base on the mutual agreement reached at this hearing, I find that the Landlord is entitled to retain the Tenant's security deposit in full satisfaction of this monetary claim.

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: August 11, 2010.

Dispute Resolution Officer