



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, OPC, CNC, MND, MNDC, MNR, MNSD, FF

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; an Order of Possession for Cause; a monetary Order for money owed or compensation for damage or loss; a monetary Order for unpaid rent; a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

Both parties were represented at the hearing. They 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 submissions to me.

Issue(s) to be Decided

The issues to be decided in relation to the Landlord's Application for Dispute Resolution, are whether the Landlord is entitled to an Order of Possession; whether the Landlord is entitled to a monetary Order for rent from August and September of 2010; whether the Landlord is entitled to a monetary Order for damage to a stair railing; whether the Landlord is entitled to retain all or part of the security deposit paid by the Tenant; and whether the Landlord is entitled to recover the filing fee for the cost of this Application for Dispute Resolution.

The issues to be decided in relation to the Tenant's Application for Dispute Resolution, are whether Notice to End Tenancy for Cause that was served on the Tenant should be set aside.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on May 08, 2009; that the Tenant is required to pay monthly rent of \$650.00; that the Tenant paid a security deposit of \$325.00; that on June 30, 2010 the Landlord personally served the Tenant with a Notice to End Tenancy for Cause that had an effective date of July 31, 2010; that the Tenant broke an exterior stair railing during this tenancy; and that the Tenant had not paid rent for August of 2010.

After considerable discussion regarding concerns that have arisen during this tenancy, the parties agreed that the animosity that exists between the Landlord and the Tenant have rendered this tenancy untenable.

The Landlord and the Tenant mutually agreed to resolve their dispute under the following terms:

- The Landlord agrees to withdraw his Notice to End Tenancy for Cause, dated June 30, 2010
- The Landlord and the Tenant mutually agree that this tenancy will end on September 08, 2010
- The Tenant agrees to pay the Landlord \$650.00 in rent for August of 2010
- The Tenant agrees to pay the Landlord \$250.00 to repair the exterior railing that was broken by the Tenant
- The Landlord agrees that the Tenant is not required to pay rent for the period between September 01, 2010 and September 08, 2010
- The Tenant agrees that the Landlord can retain his security deposit of \$325.00 in partial satisfaction of the \$900.00 he has agreed to pay the Landlord
- The Tenant agrees to treat the Landlord respectfully for the duration of the tenancy and not to interfere with the Landlord's attempts to find new tenants for the residential complex.

Conclusion

On the basis of the mutual agreement that was reached at the hearing, I hereby grant the Landlord an Order of Possession that is effective at 1:00 p.m. on September 08, 2010. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the mutual agreement that was reached at the hearing, I hereby grant the Landlord a monetary Order for the amount \$575.00, which consists of \$650.00 in unpaid rent for August and \$250.00 in compensation for a railing that was broken by the Tenant, less the Tenant's security deposit of \$325.00, which the Tenant has allowed the landlord to retain. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

As this matter has been resolved by mutual agreement I decline to award either party compensation for filing an Application for Dispute Resolution.

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 24, 2010.

Dispute Resolution Officer