

Decision

Dispute Codes: CNR, MNSD

Introduction

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy for unpaid rent or utilities, and return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

As the tenant vacated the unit subsequent to issuance of the notice to end tenancy, she withdrew the aspect of her application concerning cancellation of the notice.

Issue to be decided

- Whether the tenant is entitled to the return of her security deposit

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on June 15, 2009. Rent in the amount of \$650.00 was payable in advance on the first day of each month. A security deposit of \$325.00 was collected on June 19, 2009. A move-in condition inspection and report were completed at the outset of tenancy.

Arising from rent which remained overdue on February 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated February 2, 2010. Thereafter, the tenant made no payment toward rent and vacated the unit on or about February 10, 2010. A move-out condition inspection and report were completed by the parties on February 11, 2010.

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/

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 security deposit in the full amount of \$325.00;
- that further to the above, the tenant will make payment to the landlord in the total amount of \$300.00, and that a monetary order will be issued in favour of the landlord to this effect;
- that the above payment will be made by way of 3 installments, each in the amount of \$100.00;
- that each of the above 3 installments will be made by way of postal money order and hand delivered by the tenant to the landlord's office;
- that the due dates for payment of the 3 installments are, respectively, as follows:
 - i) Friday, October 15, 2010
 - ii) Monday, November 15, 2010
 - iii) Wednesday, December 15, 2010
- 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 section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$300.00. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: September 20, 2010

Dispute Resolution Officer