



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR, MND, MNSD, FF and SS

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage to the rental unit; to retain all or part of the security deposit, for authorization to serve documents or evidence in a different way than is required by the *Residential Tenancy Act (Act)*, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. The Landlord no longer requires an Order of Possession, as the rental unit has been vacated.

Both parties were represented at the hearing.

The Landlord stated that all documents and evidence that were served in relation to this dispute resolution proceeding were served to the Tenant's place of employment. The Tenant acknowledged receiving all of the documents and evidence served to her place of employment shortly after they were left with her employer. For the purposes of these proceedings, I find that all documents related to this proceeding have been sufficiently served on the Tenant, pursuant to section 71(2)(c) of the Act.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to a monetary Order for damages to the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 18, 2007; that the Tenant was required to pay monthly rent of \$850.00 on the first day of each month; and that the Tenant paid a security deposit of \$425.00 on December 18, 2007.

The Landlord contends that she is entitled to compensation, in the amount of \$5,035.00, which includes \$1,700.00 for unpaid rent, a \$25.00 NSF fee, and \$3,310.00 in damages

to the rental unit/property. As the Landlord was outlining the nature of her claims for damages to the rental unit, the Tenant stated that she believes the Landlord is entitled to compensation, in the amount of \$5,035.00, and that she is willing to pay the Landlord that amount providing the Landlord will enter into a repayment schedule.

The Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- The Tenant agrees to pay the Landlord \$100.00 per month until she has paid the Landlord \$5,035.00.
- The Tenant and the Landlord understand that if the Tenant fails to make any of the monthly payments the Landlord will have the right to immediately enforce a monetary Order and to collect whatever amount remains outstanding from the debt of \$5,035.00.

Analysis

After the hearing concluded I realized that the parties had not made an agreement regarding the disposition of the security deposit. As the Landlord is obligated to either return the deposit or apply it to a liability or obligation of the Tenant and the Tenant has agreed that she will pay the Landlord \$5,035.00, I deem it appropriate that the Landlord deduct the security deposit, in the amount of \$425.00, plus interest on the security deposit, in the amount of \$6.62, from the amount that the Tenant has agreed to pay.

Conclusion

I grant the Landlord a monetary Order in the amount of \$4,603.38, which is the amount the Tenant agreed to pay to the Landlord less the security deposit of \$425.00 that the Landlord has been holding in trust, less interest of \$6.62 that has accrued on the security deposit. This Order may only be enforced if the Tenant fails to pay the Landlord \$100.00 by the last day of each month, with the first payment being due on, or before, October 31, 2010.

In the event that the Tenant fails to make any of the monthly payments by the last day of each month, the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court, at which time the monetary Order will be reduced by payments the Tenant has made.

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: September 14, 2010.

Dispute Resolution Officer